

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

	X	
	:	
In re	:	Chapter 11
	:	
DOWLING COLLEGE,¹	:	Case No. 16-75545 (REG)
	:	
Debtor.	:	
	:	
	X	

AFFIDAVIT OF SERVICE

STATE OF TEXAS)
) ss
COUNTY OF TRAVIS)

I, Lance Mulhern, being duly sworn, depose and state:

1. I am a Consultant with Epiq Class Action & Claims Solutions, Inc.,² the claims and noticing agent for the debtor and debtor-in-possession (collectively, the “Debtor”) in the above-captioned proceeding. Our business address is 1985 Marcus Avenue, Suite 200, Lake Success, New York 11042-1013.

2. On September 28, 2018, at the direction of Klestadt Winters Jureller Southard & Stevens, LLP (“Klestadt”), counsel for the Debtor, I caused a true and correct copy of the following documents to be served by first class mail on the parties identified on Exhibit A annexed hereto (Affected Parties):

- **Notice to Class A Members of (A) Proposed Settlement of Class Action Concerning Warn Act Claims and Non-Warn Act Claims; (B) Award of Attorneys’ Fees to Class Counsel; (C) Date of Court Hearing for Final Approval of Proposed Settlement and Award of Attorneys’ Fees; and (D) Right to Object to the Settlement and Class Counsel’s Request for Attorneys’**

¹ The Debtor in this chapter 11 case (as defined herein), together with the last four digits of the Debtor’s federal tax identification number, are as follows: Dowling College (7078). The mailing address for the Debtor is 150 Idle Hour Blvd, Oakdale, NY 11769.

² Garden City Group, LLC was acquired by Epiq Class Action and Claims Solutions, Inc. on June 15, 2018

Fees and to Appear at Court Hearing and Schedule 1³ thereto, annexed hereto as Schedule 1; and

- **Form W-4 (2018)**, annexed hereto as Schedule 2.

3. On September 28, 2018, also at the direction of Klestadt, I caused a true and correct copy of the **Form W-4 (2018)**, a **Customized Claim Information**, and the following document to be served by first class mail on the parties identified on Exhibit B annexed hereto (Affected Parties):

- **Notice of Class Action and Schedule 1³** thereto, annexed hereto as Schedule 3; and
- **Form W-4 (2018)**

4. On September 28, 2018, also at the direction of Klestadt, I caused a true and correct copy of the **Form W-4 (2018)**, a **Customized Claim Information**, and the following document to be served by first class mail on the parties identified on Exhibit C annexed hereto (Affected Parties):

- **Notice to Class B Members of (A) Proposed Settlement of Class Action Concerning Non-Warn Act Claims; (B) Award of Attorneys' Fees to Class Counsel; (C) Date of Court Hearing for Final Approval of Proposed Settlement and Award of Attorneys' Fees; and (D) Right to Opt-Out or Object to the Settlement and Class Counsel's Request for Attorneys' Fees and to Appear at Court Hearing and Schedule 1³** thereto, annexed hereto as Schedule 4; and
- **Form W-4 (2018)**

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³ Schedule 1 included pre-printed information of the recipient's name, address, and claim amounts.

/s/ Lance Mulhern

Lance Mulhern

Sworn to before me this 3rd day of
October, 2018

/s/ Manuel G Murillo

Manuel G Murillo

Notary Public, State of Texas

No. 130945922

Commission Expires December 29, 2020

EXHIBIT A

Name	Address1	Address2	Address3	Address4	City	State	Zip
ABDOUL DIALLO	99 WAVERLY AVENUE	APT. 8-0			PATCHOGUE	NY	11772
ABIGAIL BRENDUM	609 CHESTER ROAD				SAYVILLE	NY	11782
ALBERT INSERRA	45 INLET VIEW PATH				EAST MORICHES	NY	11940
ALEXANDER SMIRNOV	9494 HUMBLE WESTFIELD ROAD #2131				HUMBLE	TX	77338
ALISON MATTHEWS	35 BARRINGTON DR				WHEATLEY HEIGHTS	NY	11798
AMANDA GALLAGHER	10 HANCOCK ROAD				WEST ISLIP	NY	11795
AMANDA PFLUMM	37 MICHELLE DRIVE				SHOREHAM	NY	11786
AMY LILLIS	37 COLUMBUS AVENUE				FARMINGVILLE	NY	11738
ANDREW KARP	24 WHITE BIRCH TRAIL				EAST QUOGUE	NY	11942
ANNE MCCAFFREY	80 TREMONT AVE				MEDFORD	NY	11746
ANTHONY DEKAMS	57 KING ST				PORT JEFFERSON STA	NY	11776
ANTHONY NESE	14 ROLLING HILLS DR				RIDGE	NY	11961
ANTONETTA DENTE BOSTINTO	42 WILLETT AVE				SAYVILLE	NY	11782
ASHLEY R STONA	620 N. FAYETTE ST.	APT 304			ALEXANDRIA	VA	22314
ASTRID LUDWICKI	76 OLD NORTHPORT RD				HUNTINGTON	NY	11743
BARBARA J NOLAN	164 S PORTAGE ST				WESTFIELD	NY	14787
BARBARA LOZIER	85 BRAHAM AVE				AMITYVILLE	NY	11701
BARBARA SCHAER	59 MT PLEASANT RD				SMITHTOWN	NY	11787
BARRY E MCNAMARA	28 BOWLER RD				EAST ROCKAWAY	NY	11518
BENEDICT TIENIBER	23 COMMODORE LANE				WEST BABYLON	NY	11704
BHUALL NAND KUMAN	279 TOWNLINE RD				EAST NORTHPORT	NY	11731
BONNIE FORBES	9 BIRCHFIELD COURT				CORAM	NY	11727
BRIAN STIPELMAN	6347 BANNISTER DR				FREDERICK	MD	21701-7669
BRIANNA M VISCO	4 GALE LN				PATCHOGUE	NY	11772
BRUCE HALLER	61 HALF HOLLOW ROAD				COMMACK	NY	11725
BRUCE HOFFMAN	14 ENCORE BL.				EASTPORT	NY	11941
CARLA GUEVARA	2712 CHESTNUT AVENUE				RONKONKOMA	NY	11779
CARLO LOMBARDI	69 ELDER RD				ISLIP	NY	11751
CARLOS CUNHA	728 E CAPITOL AVE APT B				JEFFERSON CTY	MO	65101-4082
CAROL A. WEINTRAUB	83 DOVECOTE LN				COMMACK	NY	11725
CAROL FISCH	20 SUNFLOWER DRIVE				HAUPPAUGE	NY	11788
CAROL PULSONETTI	158 ELKTON LANE				NORTH BABYLON	NY	11703
CAROLE VANDUYN	97 KETTLES LA				MEDFORD	NY	11763
CAROLYN MARTOCCI	41 LUDLOW WAY				OAKDALE	NY	11769
CAROLYN SPENCER	18 GIANNA COURT				SOUTHAMPTON	NY	11968
CASSANDRA CRONIN	254 EDGEWOOD STREET				ISLIP TERRACE	NY	11752
CATHERINE SMAPOINATO	1 ABBY CT				MORICHES	NY	11955

Name	Address1	Address2	Address3	Address4	City	State	Zip
CHARLES MCCABE	1381 THOMPSON DRIVE				BAY SHORE	NY	11706
CHERYL DURANT	8 PRINCESS TREE CT				PORT JEFFERSON	NY	11777
CHESTENE COVERDALE	17 HOLDINGS LN				BAYPORT	NY	11705
CHRISTIAN PERRING	56A ROLLSTONE AVENUE				WEST SAYVILLE	NY	11796
CHRISTINA SCIARROTTO	158 LINCOLN STREET				GARDEN CITY	NY	11530
CHRISTINE FELTON	460 LINCOLN AVE				SAYVILLE	NY	11782
CHRISTINE M. FEELEY	1682 LENOX AVE				EAST MEADOW	NY	11554
CHRISTOPHER B BOYKO	86 LITCHFIELD AVE				BABYLON	NY	11702
CHRISTOPHER KAUTER	1148 NAMDAC AVE				BAY SHORE	NY	11706
CHRISTOPHER KRETZ	114 LINCOLN AVENUE				SAYVILLE	NY	11782
CHRISTOPHER KUSHNER	23 LOFT RD				SMITHTOWN	NY	11787
CHRISTOPHER VISCO	4 GALE LN				PATCHOGUE	NY	11772
CLAIRE O'ROURKE	45 LOCUST STREET				BAYPORT	NY	11705
CLAUDIA MCGIVNEY	32 BEACON LANE				EAST NORTHPORT	NY	11731
CORNELIA LACY-ROCK	8 PINE NEEDLE DR				MANORVILLE	NY	11949
CYNTHIA WOZNY	9 CEDAR DR				HUNTINGTON	NY	11743
DANIEL PARISI	402 BOXWOOD DR				SHIRLEY	NY	11967
DANNY HERNANDEZ	40 NEW HAMPSHIRE AVENUE				BAY SHORE	NY	11706
DAVID EGOLF	4 EASTGATE DR				SAYVILLE	NY	11782
DAVID FERRIN	10 CHANCE ST				HICKSVILLE	NY	11801
DAVID RACANELLI	73 PACIFIC DUNES CT.				MEDFORD	NY	11763
DAWN MANGANELLO	19 DAVID STREET				HOLBROOK	NY	11741
DAWN TOTEVSKI	337 ASTOR DR				SAYVILLE	NY	11782
DEANDRA LEO	16 MILLER WOODS DRIVE				MILLER PLACE	NY	11764
DEBBIE DEJONG	64 VAN BOMEL BLVD.				OAKDALE	NY	11769-2025
DEBRA ANWAR RIAD	2 RICHMOND ROAD	APT 1G			LONG BEACH	NY	11561
DEBRA DUNN	12 WALTSS ROAD				RONKONKOMA	NY	11779
DEBRA GUSTAFSON	32 TERRACE LANE				PATCHOGUE	NY	11772
DEBRA L. PIECHNIK	202 PALMER CIRCLE				SAYVILLE	NY	11782
DENISE INGENITO	145 S. 6TH STREET				BETHPAGE	NY	11714
DENISE ZAMIELLO-SCHIOZZI	117 GILLETTE AVE				PATCHOGUE	NY	11772
DENNIS RIGAS	4 BROWN STREET				WEST BABYLON	NY	11704-7709
DIANE FISCHER	95 KNOLLS DR				STONY BROOK	NY	11790-2417
DIANE HOLLIDAY	31 CLARKSON RD				CENTEREACH	NY	11720
DIANE IMPAGLIAZZO	23 MEADOW FARM ROAD				EAST ISLIP	NY	11730
DIANE T. SMITH	2800 S. OCEAN BLVD.				BOCA RATON	FL	33432
DIVINA LEITCH	18 WHITE BIRCH DR				BABYLON	NY	11702

Name	Address1	Address2	Address3	Address4	City	State	Zip
DONALD ANDERSON	12 MAUREEN LANE				STONY BROOK	NY	11790
DONALD STEVEN DOUGHERTY	74 WEST LN				BAYSHORE	NY	11706
DOREEN MUSE	53 OAK AVE				HUNTINGTON STATION	NY	11746
DORI BYAN	209K SPRINGMEADOW DRIVE				HOLBROOK	NY	11741
DOUGLAS DAVIS	7 GRAY AVENUE				MIDDLE ISLAND	NY	11953
ELIZABETH (DUCIE) O'BRIEN	457 BIRCH HOLLOW DRIVE				E. YAPHANK	NY	11967
ELIZABETH LANNI	210 CUMBERLAND STREET				MASTIC	NY	11950
ELIZABETH MESLIN	40 SUNSET ROAD				BAY SHORE	NY	11706
ELIZABETH O'CONNOR	24 MIDDLESEX AVE				OAKDALE	NY	11769
ELSA-SOFIA MOROTE	64 LEXINGTON ROAD				SHIRLEY	NY	11967
ERIC CHERNOV	16 GREENBOW STREET				WATERBURY	CT	6708 -3308
ERIC SHYMAN	18 MID PL				BOHEMIA	NY	11716
EUGENEIA MCPHERSON	79 3B RICHMOND BLVD.				RONKONKOMA	NY	11779
FRANCES B. SCHAUSS	PO BOX 652	4 PINE TREE LN			GREAT RIVER	NY	11739
FRANCIS SAMUEL	39 N CARLL AVENUE				BABYLON	NY	11702
FRANCIS TIDD	26 MAGNOLIA STREET				CENTRAL ISLIP	NY	11722
FRANCIS WINSLOW	PO BOX 14235				HAUPPAUGE	NY	11788
FRANK BARRETT	88 RADCLIFFE RD				PLAINVIEW	NY	11803
FRANK MANCUSO	86 WAUWEPEX TRAIL				RIDGE	NY	11961
FRANKLIN LEAVANDOSKY	115 KETCHAM AVENUE				PATCHOGUE	NY	11772
FRED RISPOLI	132 CONNETQUOT ROAD				OAKDALE	NY	11769
FULVIE-LOUIS FRANCOIS	490 ACKERMAN ST				CENTRAL ISLIP	NY	11722
GAIL M. GOMEZ	195 SEAMAN AVE				BAYPORT	NY	11705
GAIL SCHERZ	35 TERRELL ST				PATCHOGUE	NY	11772
GARRY BISHOP	106 SUNRISE AVENUE				SAYVILLE	NY	11782
GARY J. KULIK	21 TYBURN LN				SOUTH SETAUKET	NY	11720
GEORGE MASONE	271 WILSON BLVD				ISLIP	NY	11751
GEORGE ROCKWIN	78 HENEARLY DR				MILLER PLACE	NY	11764
GERALDINE VINCENT	25 DALE DRIVE				OAKDALE	NY	11769
GINA D'AMARO	45 BLUE RIDGE DRIVE				MEDFORD	NY	11763
GLEN BRAUCHLE	91 DEER PARK AVENUE	APT 2			BABYLON	NY	11702
GUANANN LI	135 WESTWOOD DRIVE	APT. 151			WESTBURY	NY	11590
HAL MISHKIN	56 BROADVIEW CIRCLE				WADING RIVER	NY	11793
HARVEY SINGER	7320 AMBERLY LANE APT 409				DELRAY BEACH	FL	33446
HELEN BAUSENWEIN	235 CEDRUS AVENUE				EAST NORTHPORT	NY	11731
HELEN BOHLEN	21 LOFT ROAD				SMITHTOWN	NY	11787
HELEN DENSING	214 OAK ST				PATCHOGUE	NY	11772

Name	Address1	Address2	Address3	Address4	City	State	Zip
ISAAC ROSLER	10120 E. CINNABAR AVE				SCOTTSDALE	AZ	85258
JACK MONTI	20 RIVIERA				MASTIC	NY	11950
JACKIE HANNAN	5 ALFAN AVENUE				SAYVILLE	NY	11782
JACLYN CARLO	49 GRANDVIEW LANE				SMITHTOWN	NY	11787
JACQUELINE ROGERS	47 SIMON STREET				BABYLON	NY	11702
JAMES KILFOIL	1755 YORK AVENUE	APT. 8D			NEW YORK	NY	10028
JAMES MURPHY	7 CENTER DRIVE				SYOSSET	NY	11791
JAMES RECORD	118 ROXBURY RD				GARDEN CITY	NY	11530-2624
JAMES ROONEY	521 EVERDELL ANENUE				WEST ISLIP	NY	11795
JAMES WILLIAM WRIGHT	33 OAK CREST DR				HUNTINGTON STATION	NY	11746
JAMIE GUNTER	542 TERRACE ROAD				BAYPORT	NY	11705
JANET YOUNG	7 COURTHOUSE DRIVE				CENTRAL ISLIP	NY	11722
JANINE BARRESE	124 RAYNOR STREET				WEST BABYLON	NY	11704
JASON TRUFFANT	1 CEDAR PT				COLLINSVILLE	IL	62234-5280
JAYNE KAHT	135 MAPLEWOOD ROAD				HUNTINGTN STA	NY	11746
JEAN VITALE	74 WEST LANE				BAY SHORE	NY	11706
JEAN-MARISE TAS	3 COLUMBINE SOUTH				HAMPTON BAYS	NY	11946
JEFFREY JOHN DIMARCO	426 WADING RIVER ROAD				MANORVILLE	NY	11949
JEFFREY STOVER	35 GREENVIEW CIR				WEST SAYVILLE	NY	11796-1604
JENNIFER FORMICA	56 STAGG STREET	APT. 19			BROOKLYN	NY	11206
JENNIFER TOMFORDE	6 FREMONT RD				WEST SAYVILLE	NY	11796
JESSICA ROQUE	54 ROCKEFELLER AVE				WEST HAVEN	CT	06516
JESSICA SWANSON	473 LAKE AVE S				NESCONSET	NY	11767
JESUS ANTOSHKA	30 VISTA PL				MASTIC BEACH	NY	11951
JO ANN LEWALD	25 MIDWAY STREET				BABYLON	NY	11702
JOAN ASHER	55 AVENUE D				FARMINGVILLE	NY	11738
JOAN VAN BRUNT	24 BIRCHDALE DR				HOLBROOK	NY	11741
JOANN BARRY	29 ELCHESTER DRIVE				EAST NORTHPORT	NY	11731
JOANNE DESANTIS	86 WOODY LANE				OAKDALE	NY	11769
JOANNE DINOVIS	1 NEEL CT				SAYVILLE	NY	11782
JOANNE HAMILTON	7 GLEN HOLLOW DR	B 33			HOLTSVILLE	NY	11742
JOHN D VARGAS	36 IRVING AVE				FLORAL PARK	NY	11001
JOHN HANLEY	29 DOVER HILL DRIVE				NESCONSET	NY	11767
JOHN MATEYKO	84 BARNES STREET				LONG BEACH	NY	11561
JOHN MCKENNA	25 ROE CT				ISLIP	NY	11751
JOHN REYNOLDS	12 LUCILLE LN				DIX HILLS	NY	11746
JOHN URICK	951 OLD TOWN ROAD				CORAM	NY	11727

Name	Address1	Address2	Address3	Address4	City	State	Zip
JON NORBERG	12 LUCILLE LN				DIX HILLS	NY	11746
JONATHAN NGUYEN	32 MADISON AVENUE				MEDFORD	NY	11763
JOSE MELENDEZ	247 LACLEDE AVENUE				UNIONDALE	NY	11553
JOSEPH A. FORMISANO	46 MERILLON AVENUE				GARDEN CITY	NY	11530
JOSEPH D. DONOFRIO	25 HARBOR WATCH COURT				SAG HARBOR	NY	11963
JOSEPH G BERTUGLIA	PO BOX 349				GREAT RIVER	NY	11739
JOSEPH KASTEN	11 MILAN ST				EAST PATCHOGUE	NY	11772
JOSEPH WORRELL	16 JOHNS ROAD				EAST SETAUKET	NY	11733
JOSEPHN TURNER	205 N MAIN ST.				WINGATE	NC	28174-8287
JOSHUA GIDDING	1318 W BARRETT ST				SEATTLE	WA	98119-2038
JOYCE D. BOFFERT	48 PRESTON LN				SYOSSET	NY	11791
JOYCE MEYER	84 IDLE HOUR BLVD				OAKDALE	NY	11769
JUAN RAMIREZ	1013 N DELAWARE AVENUE				LINDENHURST	NY	11757
JUSTINO REYES	42 FLORADORA DRIVE				MASTIC	NY	11950
KATHARINE VENTIMIGLIA	2 EMILY WAY				EAST SETAUKET	NY	11733
KATHERINE NORBERG	18 LOWER CROSS RD				SHOREHAM	NY	11786
KATHLEEN HECKER	172 DARI DR				HOLBROOK	NY	11741
KATHLEEN RUGGERI	45 KETEWAMOKO AVENUE				BABYLON	NY	11702
KATHRYN A. MONTENARE	34 SOUNDVIEW DR				SHOREHAM	NY	11786
KATHY VARGAS	36 IRVING AVE				FLORAL PARK	NY	11001
KERRI (HANDRAS) MCCABE	20 CHARTER AVENUE				DIX HILLS	NY	11746
KEVIN DESLAURIERS	6 JESSIE ROAD				EASTPORT	NY	11941
KEVIN JORDAN	1459 PETERS BLVD				BAYSHORE	NY	11706
KEVIN MASER	10 DEAN CT				COMMACK	NY	11725
KEVIN N. MCGUIRE	333 MAPLEWOOD RD				HUNTINGTON STATION	NY	11746
KEVIN N. WILLIAMS	16 SECOND ST				BELLPORT	NY	11713
KEVIN SPELMAN	92 AMY DR				SAYVILLE	NY	11782
KIMBERLY DAWN POPPITI	83 BUFFALO AVE				MEDFORD	NY	11763
KIMBERLY HANNIGAN-SCARLATOS	PO BOX 1444				MILLER PLACE	NY	11764
KRISTEN TURNOW	3 HAMPTONS COURT DRIVE W.				EASTPORT	NY	11941-1632
KRISTIN ELIZABETH JAKLITSCH	34 ORT CT				SAYVILLE	NY	11782
KRISTIN HAUFE	9 LEDGEWOOD CIR				EAST SETAUKET	NY	11733
KRISTINE BONIELLO	516 LOCUST AVENUE				OAKDALE	NY	11769
KYSTEN REBECCA BLAIZE ELLISON	2 SAGE LANE				STONY BROOK	NY	11790
LAURA POPE ROBBINS	327 CIRCLE P DR				PRESCOTT	AZ	86303-5526
LAUREL BICKFORD	15 CONSUELO PL				OAKDALE	NY	11769
LAURIE GRAZIANO	228 K SPRINGMEADOW DR				HOLBROOK	NY	11741

Name	Address1	Address2	Address3	Address4	City	State	Zip
LAWRENCE KAZEMIER	19 MID PL				BOHEMIA	NY	11716
LEANN DOYLE	48 GROVE AVENUE				PATCHOGUE	NY	11772
LEO A. GIGLIO	9 HILLTOP DRIVE				MELVILLE	NY	11747
LEONID TARASSISHIN	1150 PELHAM PKWY. SOUTH	APT. 1A			BRONX	NY	10461
LESTER CORRAIN	542 TERRACE ROAD				BAYPORT	NY	11705
LINDA BAUSCH	289 DONALD BLVD				HOLBROOK	NY	11741
LINDA LIPPMAN	3 SUNNY GLEN WAY				HOLBROOK	NY	11741
LINDA MERWITZ	3 CHIMNEY CT				BROOKHAVEN	NY	11719
LISA BRAXTON	55 PANAMOKA TRAIL				RIDGE	NY	11961
LOIS KAHL	349 SINGINGWOOD DRIVE				HOLBROOK	NY	11741
LORI KOERNER	728 MILLIGAN LANE				WEST ISLIP	NY	11795
LORI ZAIKOWSKI	57 BIESELIN RD				DELLPORT	NY	11713-2339
LUCIANNA BASILICE	23C COMMADORE LANE				WEST BABYLON	NY	11704
MADELINE NELSON	45 MONROE STREET				NORTHPORT	NY	11768
MADELINE SMITH	412 PETERS BLVD.				BRIGHTWATERS	NY	11718-1809
MARCUS TYE	310 LENOX RD.	APT 7N			BROOKLYN	NY	11226-2230
MARGARET INTREGLIA	7 MARILYN COURT				WEST BABYLON	NY	11704
MARGARET TUTTLE	6 FREDERICK DR				SHOREHAM	NY	11786
MARIA MARCELA VEAS PALMA	76 SELEY DRIVE				BABYLON	NY	11703
MARIA RITTER	14 GLADES ROAD				BLUE POINT	NY	11715
MARIE CAPO	202 MAIN STREET	UNIT 306			PRT JEFFERSON	NY	11777
MARIEL STEGMEIR	245 EDGEWOOD STREET				ISLIP TERRACE	NY	11752
MARILYN J. MATHER	2 PUTZEL AVE				GUILFORD	CT	06437
MARILYN ROCK	123 VANDERBILT BLVD				OAKDALE	NY	11769
MARK CARATTINI	32 WILLIAMS STREET				SMITHTOWN	NY	11787
MARK GREER	PO BOX 1863				WILLIAMSBURG	VA	23187-1863
MARY ABELL	268 BOWERY	4TH FLOOR			NEW YORK	NY	10012
MARY BOTTI	30 CONNERY RD				MIDDLETOWN	CT	06457
MARY CAPPASSO	31 NOAHS PATH				ROCKY POINT	NY	11778
MARY CARBONE	5 ANTHONY LN				NORTH BABYLON	NY	11703
MARY DONOGHUE	51 CANNON DRIVE				HOLBROOK	NY	11741
MARY ELLEN FRIEDMANN	8 COVENTRY ROAD				SYOSSET	NY	11791
MARY P. REILLY	608 BERMUDA RD				WEST BABYLON	NY	11704
MARYANN CAMPAGNO	107 GUILFORD AVENUE				OAKDALE	NY	11769
MARYANN CAPUTO	1 WATEREDGE COURT				OAKDALE	NY	11769
MARYANN STOVER	264 CANDEE AVENUE				SAYVILLE	NY	00117-8200
MARYELLEN BRIDGWOOD	24 EMILIE DR				CENTER MORICHES	NY	11934

Name	Address1	Address2	Address3	Address4	City	State	Zip
MATTHEW BERGER	23 BREWSTER HILL ROAD				EAST SETAUKET	NY	11733
MATTHEW KONKEL	51 TALL OAKS CIRCLE #4				MORICHES	NY	11955
MELODY L. COPE	64 VAN BOMEL BLVD				OAKDALE	NY	11769-2025
MERON LINDENFELD	5 FAIRLEE DRIVE				EAST NORTHPORT	NY	11731
MICHAEL ALOI	420 NW 11TH AVE UNIT 911				PORTLAND	OR	97209-2970
MICHAEL CHARLES BECK	44 OCEAN AVENUE				BLUE POINT	NY	11715
MICHAEL HIGUERA	5 ERIC DR				MIDDLE ISLAND	NY	11953
MICHAEL KLOTZ	60 RIVER RD	PO BOX 550			GREAT RIVER	NY	11739
MICHAEL KRASNICKI	23 TIMBER RIDGE DR				HOLBROOK	NY	11741
MICHAEL LACARRUBBA	584 BAYPORT AVENUE				BAYPORT	NY	11769
MICHAEL LETTIERI	15 THE LANE				BAYPORT	NY	11705
MICHAEL PINTO	8 ELBERTA DRIVE				EAST NORTHPORT	NY	11731
MICHAEL SAKUMA	432 NE RAVENNA BLVD	APT 302			SEATTLE	WA	98115
MICHAEL SERIF	2590 INGLEWOOD ST				EAST MEADOW	NY	11554
MICHAEL TRAINA-DELPH	233 WOODHULL AVENUE				PRT JEFF STA	NY	11776
MICHELE DIXON	8 KEJARO CT				CENTEREACH	NY	11720
MICHELLE GANTT	35 WILLOW ST				WHEATLEY HEIGHTS	NY	11798
MICHELLE MCKENNA	3 CHERYL LANE				NORTH BABYLON	NY	11703
MONIQUE DAVIS	1063 MOSSER RD	APT X205			BRIENINGSVILLE	PA	18031-1446
NANCY CARROLL	7 REGINA DRIVE				SAYVILLE	NY	11782
NANCY JONES	14 MOUNT MARCY AVENUE				FARMINGVILLE	NY	11738
NATALIE BEYER	49 CHURCH AVE				ISLIP	NY	11751
NATALIE L. VANDORN	28 CHARLES ROAD				EAST PATCHOGUE	NY	11772
NATHALIA ROGERS	60 HARNED DRIVE				CENTERPORT	NY	11721
NICOLE CUCCURULLO	7 GORHAM LANE				SMITHTOWN	NY	11787
NICOLE MARIE KOZIUK	612 OAK NECK RD.				WEST ISLIP	NY	11795
NORMA RAY EGIC	49 ORIENTA AVE				LAKE GROVE	NY	11755
OLENA HUFFMIRE	366 COLLINGTON DRIVE				RONKONKOMA	NY	11779
PATRICIA BLAKE	79 PAQUATUCK AVE				EAST MORICHES	NY	11940
PATRICIA MORLEY	1405 MADISON AVE				WEST ISLIP	NY	11795
PATRICK B JOHNSON	5 GREEN KNOLL COURT				NORTHPORT	NY	11768
PATRICK RYDER	2912 KENTO RD E				WANTAGH	NY	11793
PATTI JEAN ZERAFA	11 MILAN ST				PATCHOGUE	NY	11772
PAULA NICKERSON	951 GOULD WAY				YAPHANK	NY	11980
PETER A. MICHELMAN	2646 CYPRESS AVE				HEMPSTEAD	NY	11554
PETER MONTALBANO	102 WYANDANCH AVE				BABYLON	NY	11702
RALPH RUGGIERO	37 CONNETQUOT DRIVE				OAKDALE	NY	11769

Name	Address1	Address2	Address3	Address4	City	State	Zip
RALPH S CERULLO	23 CANTERBURY COURT				EAST SETAUKET	NY	11733
REBECCA DELORFANO	41 GLENWOOD PLACE				FARMINGVILLE	NY	11738
RENATE JOHNSON	57 LOCUST LN				OYSTER BAY	NY	11771
RHODA MILLER	PO BOX 58				BABYLON	NY	11702
RICHARD DORMER	22 LUISA COURT				NORTHPORT	NY	11768
RICHARD HAWKINS	67 CRYSTAL BEACH BLVD				MORICHES	NY	11955
RICHARD WALTER	301 BURR RD				EAST NORTHPORT	NY	11731
RICHARD WILKENS	27645 BELGIAN WAY				SALISBURY	MD	21801-2558
RICHARD WOLFF	114 MARKS ROAD APT 4				VALPARAISO	IN	46383
ROBERT BECKER	855 FRANKLYN AVE				BOHEMIA	NY	11716
ROBERT CAMPBELL	265 CEDAR AVENUE				ISLIP	NY	11751
ROBERT CANGERO	4 BRIDLE WAY				HUNTINGTON STATION	NY	11746
ROBERT DRANOFF	31 HIGH ST				SAYVILLE	NY	11782
ROBERT KERSCH	5 LEESIDE DRIVE				GREAT RIVER	NY	11739
ROBERT MANLEY	151 LAKE DRIVE S.				WEST ISLIP	NY	11795
ROBERT TREUBERT	12 MONTEREY LANE				CENTEREACH	NY	11720
ROBERT VULPIS	775 BLUE RIDGE DR				MEDFORD	NY	11763
ROBIN MAYNARD	212 N PROSPECT AVENUE				PATCHOGUE	NY	11772
RONALD ROSSO	17 ANDERANO AVENUE				PATCHOGUE	NY	11772
RONALD TONEY	1619 PACIFIC ST				BROOKLYN	NY	11213
ROXANN HRISTOVSKY	PO BOX 748				WADING RIVER	NY	11792
ROXANNE HERNANDEZ	49 LINCOLN ROAD				MEDFORD	NY	11763-6500
S. MARSHALL PERRY	4363 NELSON DR				RICHMOND	CA	94803-2302
SALVATORE DIONISIO	431 BIRCHWOOD RD				MEDFORD	NY	11763
SAMUEL RAMOS III	51 ORANGE STREET				CENTRAL ISLIP	NY	11722
SANDRA LOUGHRAN	10501 TROTTERS POINTE DR APT 203				LOUISVILLE	KY	40241-1285
SARA APONTE-OLIVIERI	3 POPLAR AVENUE				STONY BROOK	NY	11790
SCOTT LIITS	2717 LOCUST AVE				RONKONKOMA	NY	11779
SHARON DINAPOLI	589 PULASKI ROAD				KINGS PARK	NY	11754
SHERYL JOHNSON	23 GILBERT STREET				PATCHOGUE	NY	11772
STANLEY GURAL	15 TULIPWOOD DR				COMMACK	NY	11725
STEPHANIE TATUM	4 MCFARLAND AVENUE				CENTRAL ISLIP	NY	11722
STEPHEN FOX	1 KIDWA CT				CORAM	NY	11727
STEPHEN LAMIA	315 E68TH AT APT 5B				NEW YORK	NY	10065-5603
STEPHEN SAROLI	29 LAKESIDE AVE				LAKE GROVE	NY	11755
STEVEN ANDREW SCHNEIDER	2133 7TH ST				EAST MEADOW	NY	11554
SUSAN CARDINAL	10 KOTFIELD CT				MELVILLE	NY	11747

Name	Address1	Address2	Address3	Address4	City	State	Zip
SUSAN CARTER	131 N COUNTRY RD				MILLER PLACE	NY	11764
SUSAN ROSENSTREICH	645 LITTLE PECONIC BAY RD				CUTCHOGUE	NY	11935
SUSAN VOORHEES	43 BAYWAY AVE				BAY SHORE	NY	11706
SUSAN WENDY FOX	32 CALEB BREWSTER ROAD				EAST SETAUKET	NY	11733
SUSANNE BLEIBERG-SEPERSON	17 MELENY ROAD				LOCUST VALLEY	NY	11560
SUZANNE FREGOSI	81 HAWTHORNE AVE				WEST BABYLON	NY	11704
THERESA TALMAGE	83 EAST MORICHES BLVD				EASTPORT	NY	11941
THOMAS CAPUTO	20 HEIDI COURT				BOHEMIA	NY	11716
THOMAS DALY	115 ROXBURY ROAD				GARDEN CITY	NY	11530
THOMAS MANGANO	54 RICHMOND BLVD	TOWNHOUSE 4B			RONKONKOMA	NY	11779
THOMAS SHORT	3 COBBLESTONE DR				RIDGE	NY	11961
TIMOTHY BOYLE	3905 FAITH CHURCH RD				INDIAN TRAIL	NC	28079-9301
TIMOTHY H KELLY	36 DALE DR				OAKDALE	NY	11769
TIMOTHY TRAVA	70 HARRIS ST				PATCHOGUE	NY	11772
TINA CONTE	77 SOUND ST	APT 3			OYSTER BAY	NY	11771
TODD A ROONEY	51 OAKDALE AVENUE				SELDEN	NY	11784
TRACEY A. CALISE	1531 WATOGA WAY				MT. PLEASANT	SC	29466
TROY BOHLANDER	478 DEL RAY AVE				CANON	CO	81212
VICTORIA HERRMANN	118 EASY STREET				WEST SAYVILLE	NY	11796
VINCENT DEMARCO	17 TALL TREE COURT				COLD SPG HBR	NY	11724
WEI SHI	107 MEADOW PONDS CIRCLE				MEDFORD	NY	11763
WILLIAM INDICK	125 MAPLE STREET				ISLIP	NY	11751
WILLIAM POTTS	4 OAK AVENUE				CENTEREACH	NY	11720
WILLIAM SCHAEFER	PO BOX 738				EAST SETAUKET	NY	11733
WILLIAM STANLEY	19 MEADOW STREET				GARDEN CITY	NY	11530
WILLIAM WINTER	8320 MISTY LAKE CIR				SARASOTA	FL	54241-8503
YANEK MIECZKOWSKI	640 S BREVARD AVE	APT 1231			COCOA BEACH	FL	32931-4470
ZACHARY SCHER	38 SABRE DRIVE				SELDEN	NY	11784

EXHIBIT B

Name	Address1	Address2	Address3	Address4	City	State	Zip
ANN CASSEL	276 DURKEE LN				EAST PATCHOGUE	NY	11772
ARIANA STUBMAN	87 CEDAR AVE				ISLIP	NY	11751
ARLENE MULLIN	16 LARRY LN				WEST ISLIP	NY	11795
BERNARD DUBINSKY	2 GEORGIAN CT				CORAM	NY	11727
BERNARD JACOBS	351 EAST 54TH STREET				NEW YORK	NY	10022
BETH GIACUMMO	32 ORCHID ROAD				EAST PATCHOGUE	NY	11772
BRYAN GRAFF	61 GAINSBOROUGH RD				HOLBROOK	NY	11741-2810
CARMEN KASPER	3 KIVY STREET				HUNTINGTN STA	NY	11746
CARRIE MCINDOE	222 E. 56TH STREET	2H			NEW YORK	NY	10022
CHARLES ERLANGER	261 MATHEWS RD				OAKDALE	NY	11769
CHARLES SARLING	131 JACKIE COURT				PATCHOGUE	NY	11772
CHRISTOPHER SCLAFANI	41 PINE ST				ISLIP	NY	11751
CLIFFORD SATRIANO	263 RIVER AVE	UNIT 21			PATCHOGUE	NY	11772
DANIELLE MCHEFFEY	17 N. OCEAN AVENUE				CENTER MORICHES	NY	11034
DARLENE DEFABIO	10 BABCOCK AVENUE				RONKONKOMA	NY	11779
DARRON WILLIAMS	4534 BIDDLES DON LN				MEMPHIS	TN	38125
DAVID GLAZER	1304 CONRAD WAY				SOMERSET	NJ	08873
DAVID GORMAN	40038 201ST ST				BAYSIDE	NY	11361-1877
DAVID J. JENSEN	7 GAME COURT				EAST SETAUKET	NY	11733
DEBORAH CAMP	2591 PERTHSHIRE COVE				MEMPHIS	TN	38119
DEREK KRAVITZ	501 W. 110TH STREET	APT. 9B			NEW YORK	NY	10025
DOMINIC SCLAFANI	16 ANNANDALE RD				STONY BROOK	NY	11790
DONALD HENN	54 TRAFALGAR DR				SHIRLEY	NY	11967
ELIANE MARGARITA	92 CAPITOL AVE				WILLISTON PARK	NY	11596
EMILY RUNNELLS	21 KEW DRIVE				SOUND BEACH	NY	11789
ERICA STOLLER	183 WEST AVE				PATCHOGUE	NY	11772
EYTAN BEHIRI	22 JUNARD DRIVE				ROSLYN	NY	11576
FRANK LOMBARDI	10 CHESTNUT LANE				EAST QUOGUE	NY	11942
FREDERICK BRODZINSKI	72 HAMILTON LAKES DR				HAMILTON	NJ	08619-3439
GARY RUPP	44 WHALERS COVE				BABYLON	NY	11702
GEORGE REMMER	500 SHORE DR				OAKDALE	NY	11769
GEORGE SAMITO	23 WESTBRIDGE DRIVE				BABYLON	NY	11702
HAROLD BEYEL	18 RADBURN DR				COMMACK	NY	11725
HOMER ELAM	228 MCCULLOUGH CIRCLE				MUNFORD	TN	38058
JACK GIAMANCO	10802 103 AVENUE	APT. B2			JAMAICA	NY	11419
JANET MACMILLAN	33 SUBURBAN LN				NESCONSET	NY	11767
JOHN DIRCIO	1035 N BROOME AVE				LINDENHURST	NY	11757

Name	Address1	Address2	Address3	Address4	City	State	Zip
JOHN GREIN	5 EDITH COURT				PORT JEFFERSON STATION	NY	11776
JOHN KRUEGER	1 WALNUT ST				CORAM	NY	11727
JOSEPH CHAN	319 MELBOURNE ROAD				GREAT NECK	NY	11021
JOSEPH DALY	115 ROXBURY RD				GARDEN CITY	NY	11530
JOSEPH DEFILIPPE	19 CHESTER ST				EAST NORTHPORT	NY	11731
KEVIN MESSINA	519 LAKEVIEW AVE				BAYPORT	NY	11705
KEVIN SULLIVAN	4414 GARNER PL				MEMPHIS	TN	38135
KRISANNE CLOWE-DIGIACOMO	69 N. PINE STREET				MASSAPEQUA	NY	11758
KRISTA GRANIERI	804 HERZEL BLVD				WEST BABYLON	NY	11704
LAURA SYMONS	11 COLES PL				NORTHPORT	NY	11768
LAWRENCE TORRES	435 LONG ISLAND AVE				MEDFORD	NY	11763
LORI PACK	675 WHISKEY RD				RIDGE	NY	11961
LOWELL WOLF	36 AMBER LN				LEVITTOWN	NY	11756
LUBABALO BULULU	270 ORCHARD TERRACE	APT. #35			BOGOTA	NJ	07603
MARC PFEFFER	291 AUBORN AVE				SHIRLEY	NY	11967
MARY SCHNEID	28 HARVARD LN				COMMACK	NY	11725
MATTHEW DEPACE	17 TIDEWAY LANE				EAST NORTHPORT	NY	11731
MEGHAN RILEY-BESKA	30 WILSHIRE DRIVE				NORTH BABYLON	NY	11703
MELISSA PETROSKI	228N SPRINGMEADOW DRIVE				HOLBROOK	NY	11741
MICHAEL NIZICK	39 RIVERVIEW AVE				OAKDALE	NY	11769
NANCY MELLING	2310 POND RD				RONKONKOMA	NY	11779
NATALIE JESIONKA	517 BEECHWOOD AVENUE				MIDDLESEX	NJ	08846
NGA TN HO	1540 HECKSCHER AVE				BAY SHORE	NY	11706
NICOLE BERGAMI	18121 ALLISON SQUARE				WEST WINDSOR	NJ	08550
PATRICIA PONZI	65 COLONIAL DR				EAST PATCHOGUE	NY	11772
PAUL CASCIANO	27 HARGROVE DRIVE				STONY BROOK	NY	11790
PAUL HYL	12 VALLEY COURT				HOLTSVILLE	NY	11742
PAUL ROSSI	5 ELMBARK LANE				EAST NORTH PORT	NY	11731
PAULINE COLLINS	947 ESSEX CT				WEST HEMPSTEAD	NY	11552
PHILIP FRANZESE	55 OCEANVIEW DR				MASTIC BEACH	NY	11951
PRODROMOS IMPRIXIS	4 WELLWOOD AVENUE				SHIRLEY	NY	11967
RALPH GAZZILLO	PO BOX 196				AQUEBOGUE	NY	11931
RAYMOND BETANCES	3 ROCKET DRIVE				ISLIP TERRACE	NY	11752
RAYMOND KEATING	55 UNION AVE				CENTER MORICHES	NY	11934
REINALDO BLANCO	200 STONELEIGH DR				RIVERHEAD	NY	11901
REYNARD BURNS	374 GLENMORE LN				BAYPORT	NY	11705
RICKIE MURATA	764 GRETA PL N				BELLMORE	NY	11710

Name	Address1	Address2	Address3	Address4	City	State	Zip
ROBERT BROOM	8835 ASPEN VIEW COVE				CORDOVA	TN	38018
ROBERT DOUGHERTY	122 NORWALK AVENUE				MEDFORD	NY	11763
ROBERT LE VIEN	61 LAWN AVE.				WEST ISLIP	NY	11795
SAMUEL FELBERBAUM	33 OAK MEADOW RD				COMMACK	NY	11725
SHAHRAM HASHEMI	102 GOLD STREET APT. 4R				BROOKLYN	NY	11201
STEVEN CONSTANTINO	10 HONEY DRIVE				SYOSSET	NY	11791
SYLEECIA THOMPSON	850 E. MAIN STREET	UNIT 309			STAMFORD	CT	06902
THEODORE METRAKAS	355 21ST STREET 3R				BROOKLYN	NY	11215
TIMOTHY MARTIN	19 GREEN AVE				BABYLON	NY	11702
TIMOTHY MCHEFFEY	17 N OCEAN AVE				CENTER MORICHES	NY	11934
TIMOTHY PICIULLO	407 SADDLE ROCK RD				HOLBROOK	NY	11741-4813
TIMOTHY TIBBALL	487 S 13TH ST				LINDENHURST	NY	11757-4552
TODD RINGLER	38 RIVER ST				LINDENHURST	NY	11757
VICTORIA MCCLOSKEY	36 IRVING AVENUE				FLORAL PARK	NY	11001
VINCENT PARISI	PO BOX 305				OAKDALE	NY	11769
WALTER MARKOWITZ	22 TIMBERCREST LN				SOUTH SETAUKET	NY	11720
WILLIAM BRENNAN	1423 PINE ACRES BLVD				BAY SHORE	NY	11706

EXHIBIT C

Name	Address1	Address2	Address3	Address4	City	State	Zip
ANNA G STOLOFF	169 LIBERTY ST				DEER PARK	NY	11729
ANNE DIMOLA	14 CHRISTOPHER COURT				WEST ISLIP	NY	11795
ANNMARIE LOWE	58 OAK ST				AMITYVILLE	NY	11701
BARBARA CHEVIOT	87 PALMER DRIVE				SAYVILLE	NY	11782
BERNADYN SUH	1015 AOLOA PLACE	APT. 252			KAILUA	HI	96734
BYRON ROTH	P. O. BOX 178				ORLEAN	VA	20128
CAROL OKOLICA	455 FDR DRIVE	APT. B1607			NEW YORK	NY	10002
CATHRYN MOONEY	76 BROADWAY				GREENLAWN	NY	11740
CHARLES RUDIGER	3 VIEW RD.				EAST SETAUKET	NY	11733
DANIEL NESS	PO BOX 301				WILLISTON PARK	NY	11596
DAVID ADLER	484 FRANKLIN CIRCLE				YARDLEY	PA	19067
DEBORAH WYNNE (DECEASED)	115 MICHAEL ROAD				OAKDALE	NY	11769
DONALD L BEAHM	3301 WILLOW WOOD CIR				LINCOLN	NE	68506
DONNA LOVAGLIO	P. O. BOX 271				HOLBROOK	NY	11741
EDWARD T GULLASON	125 LINDEN DR				KINGSTON	RI	02881-1729
ELANA ZOLFO	93 HIDDEN POND CIR				SMITHTOWN	NY	11787
ELIO ZAPPULLA	7 ELM LN				STONY BROOK	NY	11790
FRANCINE SILVERBLANK	106 MONTAUK BLVD.				EAST HAMPTON	NY	11937
GEORGE T FOUNDOTOS	4 DAMIN CIRCLE				SAINT JAMES	NY	11780-1604
GLENN BIALEK	395 CENTRAL AVENUE				DEER PARK	NY	11729
HEIDI KELLY STRAWGATE	166 SOUTH STREET				MANORVILLE	NY	11949
HENRY MOELLER	15 W MONTAUK HWY	PMB 234			HAMPTON BAYS	NY	11946
HERBERT BERNSTEIN	5 BREWSTER LANE				BELLPORT	NY	11713
JACQUELINE PEARSALL	201 O'KEEFE COURT				OAKDALE	NY	11769
JOAN BOYLE-MORRIS	4231 OAKBEACH ROAD W.				BABYLON	NY	11702
JOHN MULLEN	60 ROCKY NECK AVE #1				GLOUCESTER	MA	01930
JONATHAN WHITE	27 HOPE ROAD				WEAVERVILLE	NC	28787
JOSEPH BEHAR	9 BROWN'S RIVER ROAD				SAYVILLE	NY	11782
KAREN CIRINCIONE	P.O. BOX 780				EAST QUOGUE	NY	11942
KENDELL C THORNTON	3156 CHESSWOOD LN				WINTERVILLE	NC	28590-7992
KEVIN MCDONNELL	3 FRANCIS STREET				EAST SETAUKET	NY	11733
KUNJANNAMMA SONNY	701 KING FARM BLVD	UNIT 423			ROCKVILLE	MD	20850
LAURIE FORSTER	63 ROSE STREET				MASSAPEQUA PARK	NY	11762
LILLIAN SCHNASE	465 GREENE AVE				SAYVILLE	NY	11782
LINDA ARDITO	5 TWO ROD ROAD				HUNTINGTON	NY	11743
LINDA CATELLI	14 DORSET ROAD				SOUTHAMPTON	NY	11968
LINDA GRACEFFO	160 PLAINVIEW ROAD				WOODBURY	NY	11797

Name	Address1	Address2	Address3	Address4	City	State	Zip
LISA PHILLIPS	132 CONNETQUOT RD.				OAKDALE	NY	11769
LORETTA CORBISIERO	982 MONTAUK AVE				ISLIP TERRACE	NY	11752
LUIS RIVERA	11940 ANGLE POND AVENUE				WINDERMERE	FL	34796
MARJORIE FUSCO	38 ROCKET DRIVE				ISLIP TERRACE	NY	11752
MARTHA KLOTZ	60 RIVER ROAD	PO BOX 550			GREAT RIVER	NY	11739
MERYL ZAGLIN	7628 SAN CARLOS STREET				BOYNTON BEACH	FL	33437
MICHAEL SHAPIRO	2 MANTACK PATH				KINGS PARK	NY	11754
MICHAEL SLATTERY	438 LAKE AVENUE S				NESCONSET	NY	11767
MIRIAM FINKELSTEIN	14 W MEADOW LANE EXT				STONY BROOK	NY	11790
NICHOLAS MAURO	39 GLENVIEW DR				SOUTHAMPTON	NY	11968
PARNEL WICKHAM	P.O. BOX 999				CUTCHOGUE	NY	11935
PATRICIA ALBANO	9 HOPES AVENUE				HOLTSVILLE	NY	11742
PATRICIA HUBBARD	159 TRACE FRK				CULLODEN	WV	25510-9153
PATRICK PETERSON C/O BEATRICE HUSTE	132 BAYVIEW AVENUE				EAST ISLIP	NY	11730
PAUL ABRAMSON	6 WINSIDE LANE				CORAM	NY	11727
RALPH CERULLO JR.	23 CANTERBURY COURT				EAST SETAUKET	NY	11733
RICHARD SWANBY	905 NUTHATCH AVE				THE VILLAGES	FL	32163
ROBERT BERCHMAN	13 BLOWING FRESH DRIVE				SALEM	SC	29676
ROBERT KOPELMAN	12 ALICE STREET				PATCHOGUE	NY	11772
SANDRA FROHOCK	107 MAPLE AVE				CHESTERTOWN	MD	21620
SEYED RAJI	24 PLEASANT LANE				SOUTHAMPTON	NY	11968
SUSAN VALENTINO	32 WILLIAM STREET				SMITHTOWN	NY	11787
THOMAS F KELLY	5960 AMHERST DR B101				NAPLES	FL	34112
VINCENT OROBELLO	201 SPRINGDALE DRIVE				RONKONKOMA	NY	11779
WALTER BENKA	166-69 20TH AVENUE				WHITESTONE	NY	11357
WALTER ROSENTHAL	24 SPLITRAIL PL.				COMMACK	NY	11725
WALTER SCHIMPF	12864 CORAL LAKES DRIVE				BOYNTON BEACH	FL	33437
WENDY ENRENSBERGER C/O ROY EHRENSBERGER	18 SHELDON AVENUE				PATCHOGUE	NY	11772
WILLIAM BLYDENBURGH	2 CAROLYN COURT				BOHEMIA	NY	11716
WILLIAM THIERFELDER	1511 SW PARK AVENUE	APT 515			PORTLAND	OR	97201

SCHEDULE 1

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

-----X	:	
In re	:	Chapter 11
	:	
DOWLING COLLEGE,	:	
f/d/b/a DOWLING INSTITUTE,	:	Case No. 16-75545 (REG)
f/d/b/a DOWLING COLLEGE ALUMNI	:	
ASSOCIATION,	:	
f/d/b/a CECOM,	:	
a/k/a DOWLING COLLEGE, INC.,	:	
	:	
Debtor.	:	
-----X	:	
	:	
LORI ZAIKOWSKI, on behalf of herself and all	:	
others similarly situated,	:	
	:	
Plaintiff,	:	Adv. Pro. No. 16-08178 (REG)
	:	
v.	:	
	:	
DOWLING COLLEGE, f/d/b/a DOWLING	:	
INSTITUTE, f/d/b/a DOWLING COLLEGE	:	
ALUMNI ASSOCIATION, f/d/b/a CECOM, a/k/a	:	
DOWLING COLLEGE, INC.,	:	
Defendant.	:	
-----X	:	

**NOTICE TO CLASS A MEMBERS OF (A) PROPOSED
SETTLEMENT OF CLASS ACTION CONCERNING WARN ACT CLAIMS
AND NON-WARN ACT CLAIMS; (B) AWARD OF ATTORNEYS' FEES TO
CLASS COUNSEL; (C) DATE OF COURT HEARING FOR FINAL APPROVAL
OF PROPOSED SETTLEMENT AND AWARD OF ATTORNEYS' FEES; AND
(D) RIGHT TO OBJECT TO THE SETTLEMENT AND CLASS COUNSEL'S
REQUEST FOR ATTORNEYS' FEES AND TO APPEAR AT COURT HEARING**

To: Class A Members:

Introduction

1. There is currently pending in the United States Bankruptcy Court for the Eastern District of New York (the "Bankruptcy Court") the above-captioned adversary proceeding (the "WARN Action") that was brought under the *Worker Adjustment and Retraining Notification*

Act, 29 U.S.C. §§ 2101-2109 and N.Y. Labor Law § 860 et seq. (collectively, the “WARN Acts”) by Lori Zaikowski (the “Class A Representative”), on behalf of herself and Class A Members¹, against Dowling College (“Dowling” or the “Debtor”), debtor and debtor-in-possession in the above-captioned chapter 11 case (the “Chapter 11 Case”). The Class A Representative and the Debtor have reached a proposed settlement to resolve the WARN Action which is memorialized in a Settlement and Release Agreement (the “Settlement Agreement”) under which the benefits described below will be provided to the members of Class A if the Bankruptcy Court approves it. The Class A Representative, Class A Members and the Debtor are collectively referred to as the “Parties.”

2. This notice constitutes notice to Class A of (a) the proposed Settlement of the WARN Action, (b) the request of counsel for the Class, the law firm of Outten & Golden LLP (the “Class Counsel”), for the award of attorneys’ fees, (c) the date of the Bankruptcy Court hearing for final approval of the proposed Settlement and award of Class Counsel’s attorneys’ fees, and (d) the right of each Class A Member to object to or comment on, the Settlement Agreement and Class Counsel’s request for attorneys’ fees and to appear at the hearing at which the Bankruptcy Court will consider the final approval of the Settlement Agreement and Class Counsel’s request for attorneys’ fees.

Description of the Class Litigation

3. On December 1, 2016, the Class A Representative, on behalf of herself and Class A Members, commenced the WARN Action by the filing of a class action complaint against the Debtor, which alleged that the Debtor did not provide sixty (60) days’ advance written notice of a mass layoff as required by the WARN Act or ninety (90) days’ advance written notice of a

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Settlement Agreement.

mass layoff as required by the NY WARN Act. The Class A Representative asserted that, as a consequence of this alleged failure, Class A Members' claims were entitled to priority treatment pursuant to section 507(a) of the Bankruptcy Code and the remainder as a general unsecured claim on account of damages for the alleged sixty (60) day violation period. The Class A Representative asserted both WARN Act Claims and Non-WARN Act Claims on behalf of herself and Class A Members. Non-WARN Act Claims consist of monies owed by the Debtor for unpaid wage, vacation, sick, medical and dental claims, and any other forms of compensation alleged to be earned prior to a Class A Member's termination.

4. On December 13, 2016, the Class A Representative, on behalf of herself and Class A Members, filed a second amended class action complaint adding a third cause of action for unpaid wages in violation of NYLL § 191, and a fourth cause of action for unpaid compensation in breach of contract and the covenant of good faith and fair dealing.

5. On January 13, 2017, the Debtor answered the WARN Complaint, wherein it generally denied the Class A Representative's allegations and asserted numerous defenses.

6. On March 10, 2017, the Class A Representative, on behalf of herself and Class A Members, filed the Class Proof of Claim based on the claims set forth in the WARN Complaint.

7. On May 24, 2017, the Court entered an order certifying a class comprising all persons who were terminated without cause on or about June 1, 2016 or within 30 days of that date, or were terminated without cause as the reasonably foreseeable consequence of any mass layoff and/or plant closing by Defendant on or about June 1, 2016, and are affected employees within the meaning of 29 U.S.C. § 2101(a)(5) and New York Labor Law § 860-A (1), (4) and (6) and who have not opted-out of the class. The Court appointed Outten & Golden LLP as Class Counsel and Lori Zaikowski the Class A Representative.

8. Class Counsel mailed a *Notice of Class Action* to the Class A Members on June 16, 2017.

9. There exist significant, complex legal and factual issues regarding the application of the WARN Acts to the facts and circumstances at issue and the viability of the WARN Action, including, without limitation:

- whether the Debtor was entitled to give fewer than sixty (60) days' notice because of the faltering company exception;
- whether certain Class A Members, including part time, adjunct professors, are entitled to an award of damages;
- whether the Debtor has other defenses to the application of the WARN Acts;
- whether the Debtor is entitled to a reduction or elimination of damages under the “good faith” exception to the WARN Acts;
- the computation of the amount of damages, if any; and
- whether and to what extent the alleged damages are entitled to priority under 11 U.S.C. § 507(a).

10. The Class A Representative has the burden of proof on some of these issues, and the Debtor has the burden on others, including the major affirmative defenses, and the trial of this matter would likely be lengthy, complex, and costly and would delay resolution of this matter.

11. On December 13, 2016, the Debtor filed schedules of assets and liabilities and a statement of financial affairs and on February 23, 2017 the Debtor filed amended schedules.

12. On January 13, 2017, the Bankruptcy Court entered the Bar Date Order which (i) fixed the Bar Date, (ii) established procedures for filing proofs of claim against the Debtor and its Estate pursuant to Federal Rule of Bankruptcy Procedure 3003(c)(3), and (iii) approved the Bar Date Notice. The Bar Date Order approved as adequate and sufficient, the service of the Bar Date Notice by first class mail and publication of the Bar Date Notice in the New York edition of the Wall Street Journal, and either Newsday or Long Island Business News. The Bar Date Order fixed March 10, 2017, at 5:00 P.M. (EST) as the Bar Date by which all claims against the Debtor which arose prior to November 29, 2016, other than those types of claims specifically excepted thereby, had to be filed. The Bar Date Order also set a Bar Date of May 30, 2017, with respect to governmental entities.

13. The Bar Date Notice was served by first class regular mail upon, among others, all creditors and other known holders of claims, as well as all parties known to the Debtor as having potential claims against the Debtor's estate. Except for the holders of certain specifically excluded claims, every creditor was required to file a proof of claim on or before the applicable Bar Date so that the Debtor could ascertain with certainty the total amount of pre-petition claims outstanding.

14. In accordance with Federal Rule of Bankruptcy Procedure 3003(c)(2), holders of claims who failed to comply with the terms of the Bar Date Order are forever barred from (i) filing a proof of claim with respect to such claim, (ii) asserting such claims against the Debtor or its Estate and/or property, (iii) voting on any Plan and (iv) participating in any distribution in the Chapter 11 Case on account of such claims.

15. Approximately one hundred and twenty-six (126) individual claims were filed by Class Members against the Debtor's estate. In addition, the Schedules filed by the Debtor listed

certain amounts outstanding in favor of individual Class Members. Certain of these scheduled claim amounts were listed as contingent, disputed or unliquidated.

16. Edward Hugler, Acting Secretary of Labor for Dowling College Employee Benefit Plan, c/o the U.S. DOL filed the U.S. DOL Claim in the unsecured amount of \$983,769.86 asserting possible violations of Title I of ERISA on account of the U.S. DOL's determination that the Debtor, as sponsor and fiduciary of the Benefit Plan, failed to pay participant medical and dental claims.

17. The U.S. DOL Claim calculation was estimated based on documentation provided by CIGNA and Healthplex (each a third-party administrator previously in contract with the Debtor) and asserts the potential for priority treatment in relation to certain of the 163 participants and beneficiaries of the Benefit Plan referenced in the U.S. DOL Claim.

18. Because the U.S. DOL Claim clearly requests that any payments on account of the claim be made directly to the affected participants and beneficiaries and because substantially all of the affected participants are Class Members herein, the Parties intend that the settlements contemplated herein will resolve and satisfy the U.S. DOL Claim as it relates to any Class Member.

19. There exist significant, complex legal and factual issues regarding the application of the specific entitlements for holders of Non-WARN Act Claims to the facts and circumstances at issue and the viability of such claims, including, without limitation:

- whether Class A Members were entitled to vacation pay after termination and whether certain credits should be applied in relation to vacation;
- whether wage reductions or deferrals applied to Class A Members;

- whether the Debtor has other setoffs or defense to claims of certain Class A Members;
- the computation of the amount of Class A Member damages, if any; and
- whether the alleged damages are entitled to priority under 11 U.S.C. § 507(a).

20. There exists a complex interrelationship between Non-WARN Act Claims and WARN Act Claims as it relates to each particular Class A Member's priority level claim entitlements and the aggregate general unsecured claims of such parties.

21. Due to the complex nature of the issues involved, the Parties recognize that the outcome of litigation concerning the WARN Act Claims and Non-WARN Act Claims is uncertain, costly and time consuming. To avoid extensive, costly and uncertain litigation over these issues, the Parties have engaged in significant good faith, arm's length negotiations regarding a possible consensual resolution of the WARN Act Claims and Non-WARN Act Claims.

22. The Debtor has identified three hundred and seventy-two (372) persons, who constitute all of the individuals who meet the definition of a Class A Member. If you received the Notice of Class Action in or around June 2017 and did not submit a timely opt-out form to Class Counsel, you are a member of Class A.

23. Class Counsel has thoroughly investigated the claims made in the WARN Action and the Parties have exchanged a significant amount of information during their settlement negotiations. In particular, the Debtor provided extensive information to Class Counsel regarding the facts relating to the Debtor's defenses and the circumstances that led to the termination of the Class A Members' employment with the Debtor. The Debtor also shared

payroll information and a damages analysis with Class Counsel. Class Counsel has analyzed the applicable law and weighed the likelihood of success.

The Proposed Settlement

24. The following description of the proposed settlement is only a summary. In the event of any difference between this summary and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control. You may secure a copy of the complete Settlement Agreement from Class Counsel at the address shown below. The terms of the settlement relevant to Class A Members may be summarized as follows:

- The settlement shall result in Class A Members holding (i) Allowed Priority Claims pursuant to 11 U.S.C. § 507(a)(4) in the aggregate amount of \$1,355,593.74² and (ii) Allowed Unsecured Claims in the aggregate amount of \$4,885,537.13³.
- **The amount projected to be your (i) Allowed Priority Claim, which consists of, as applicable, the Priority Medical Claim (which is not subject to withholding taxes), Priority Dental Claim (which is not subject to withholding taxes), and Taxable Priority Claim (which is subject to withholding taxes) and (ii) Allowed Unsecured Claim (which is subject to withholding taxes) and an explanation of how the Debtor and Class Counsel calculated these amounts is attached hereto as Schedule 1.**
- **Following the Effective Date, which is estimated to be in late December of this year, and which may be extended further due to unforeseen**

² This amount is subject to increase in the event the two individuals who timely exercised their right to opt-out of Class A rescind such opt-out.

³ This amount is subject to increase in the event the two individuals who timely exercised their right to opt-out of Class A rescind such opt-out.

circumstances, the Debtor will distribute to you your Allowed Priority Claim Amount, net of withholding tax deductions that will be applied to the Taxable Priority Claim Amount, which amount remains subject to adjustment.

- The Unsecured Creditor Trust shall distribute your Allowed Unsecured Claim Amount pursuant to the terms set forth in the Plan and Confirmation Order.
- The Class A Representative made significant contributions to the litigation and discussions that led to the Settlement. In recognition of her service on behalf of all Class A Members, she shall receive a one-time payment of Eleven Thousand Five Hundred dollars (\$11,500) (“Service Payment”). The Service Payment will be made in addition to the Class A Representative’s settlement amount and Class Counsel’s Fees will not be deducted from the Service Payment.
- The Settlement Agreement shall not become effective if the Bankruptcy Court does not approve it in its entirety.
- If settlement checks issued to Class A Members on account of his or her Allowed Priority Claim Amount or Allowed Unsecured Claim Amount are not deposited, endorsed or negotiated within six (6) months of their date of issuance, such Residual Funds shall be vested in the Debtor to be utilized or distributed in accordance with the terms of the Plan.
- The Parties have agreed that, in the event that (i) Class Members⁴ holding 5% or more of the Allowed Priority Claims opt-out of the Settlement or (ii) 20% or more of Class Members opt-out of the Settlement, then the Settlement Agreement may

⁴ The Class Members consist of, collectively, Class A Members and Class B Members. Class B Members consist of all persons who (i) do not fit within the definition of Class A; (ii) currently or previously worked at or reported to a Facility of the Debtor; (iii) allegedly hold Non-WARN Act Claims; and (iv) do not timely opt-out of Class B.

be declared null and void, and of no future effect, for all purposes in the sole and exclusive discretion of the Debtor.

- The Parties have agreed that, in this circumstance, the Debtor may elect to terminate the Settlement Agreement by providing written notice to Class Counsel within the later of (a) ten (10) days after the expiration of the right of Class B Members and Class A Members who did not receive the Notice of Class Action to opt-out of the Settlement Agreement; (b) ten (10) days after the later of the expiration of the Objection Deadline or any objection deadline imposed by the Bankruptcy Court for Class Members, creditors, or other parties in interest to object to the Settlement or the Motion; or (c) the date that is ten (10) days after the date that Class Counsel files the list of Class Members that have opted out, as required under the Settlement Agreement.

Class Counsel's Recommendation

25. Class Counsel recommends the Settlement Agreement, believing that it is fair, reasonable and adequate to the Class.

Tax Consequences of the Settlement Payments

26. Standard withholding taxes will be withheld by the Debtor or the Unsecured Creditor Trust, as applicable, from the Taxable Priority Claim Amount and Allowed Unsecured Claim Amount pursuant to the terms of the Settlement Agreement. **If any information pertaining to IRS Form W-4 has changed since the last form submitted to Dowling prior to June 1, 2016, please complete and sign the enclosed IRS Form W-4 and return it to the Debtor at the following address no later than December 1, 2018.**

**Via Mail: Dowling College
P.O. Box. 470**

Massapequa Park, NY 11762
Attn: Robert S. Rosenfeld, CRO

Via Email: rsrosenfeld@rsrconsultingllc.com

27. If no update of tax status is timely provided by a Class A Member, the Debtor will utilize the most recent relevant information in its books and records to calculate the appropriate amount of withholding taxes. If no information is available to the Debtor at all, it will utilize the maximum applicable rate when calculating withholding tax amounts for Class A Members.

Class Counsel's Fees

28. Under the proposed Settlement Agreement and subject to final court approval, Class Counsel shall be paid no more than \$350,000.00 in fees and \$10,000.00 in expenses, or such lesser amount as is allowed by the Bankruptcy Court or as set forth in the Settlement Agreement as payment for all fees and expenses in connection with this matter. Class Counsel's Fees shall not be paid directly from the distributions to be made on account of the Allowed Priority Claims and Allowed Unsecured Claims. You may object to the request of Class Counsel for attorneys' fees by filing an objection within the time and in the manner specified below.

Release of Claims and Effect of Approval of Settlement Agreement

29. Upon final approval by the Bankruptcy Court, the Settlement Agreement will result in the dismissal of the WARN Action on the merits and with prejudice, and shall constitute a waiver and release of all Released Claims, including, but not limited to, all WARN Act Claims and Non-WARN Act Claims. A complete definition of all "Released Claims," is set forth in section 10 of the Settlement Agreement, which may be obtained from Class Counsel. Any and all claims released under the Settlement Agreement shall be waived, and no person, including the Class A Member, shall be entitled to any further distribution thereon from the Debtor's Estate.

Not included in Released Claims are any obligations created by or arising out of the Settlement or any claims which federal or state law clearly provides may not be released by settlement.

30. Upon final approval of the Settlement any individual proof of claim forms filed with the Bankruptcy Court by a Class A Member who does not opt-out of the Settlement shall be disallowed insofar as and only to the extent such proof of claim form relates to or arises out of any of the claims released in the Settlement Agreement.

How to Object

31. **If you are satisfied with the proposed Settlement including the amount of your projected claim as set forth on Schedule 1 and Class Counsel's requested fees, you do not need to do anything. The Debtor will mail your Allowed Priority Claim Amount, which amount remains subject to adjustment and withholding taxes on the Taxable Priority Claim Amount, in accordance with the Settlement Agreement. The Unsecured Creditor Trust shall distribute your Allowed Unsecured Claim Amount in accordance with the Settlement Agreement and as set forth in the Plan and Confirmation Order. The payments will be mailed to your last known address as indicated in the Debtor's books and records or to such address that you have updated with Class Counsel. If you are concerned that Class Counsel does not have your current address, please promptly notify Class Counsel as follows:**

**Via Mail: René S. Roupinian, Esq.
Outten & Golden LLP
685 Third Avenue, 25th Floor
New York, NY 10017**

Via Email: rsr@outtengolden.com

32. If, on the other hand, you believe that the proposed Settlement Agreement is unfair or inadequate, you are dissatisfied with your Allowed Priority Claim Amount or Allowed Unsecured Claim Amount, or you feel that Class Counsel's request for attorneys' fees should not be approved, you may object to the Settlement Agreement and/or Class Counsel's request for attorneys' fees by filing a detailed written statement with the Bankruptcy Court electronically in accordance with General Order 559 (which can be found at www.nyeb.uscourts.gov, the official website for the Bankruptcy Court) by registered users of the Bankruptcy Court's case filing system, and by all other parties in interest, by mailing the statement to the Clerk of the United States Bankruptcy Court, Eastern District of New York, Alfonse M. D'Amato Federal Courthouse, 290 Federal Plaza, Central Islip, New York 11722, and by sending copies of that statement to (1) Klestadt Winters Jureller Southard & Stevens, LLP, 200 West 41st Street, 17th Floor, New York, New York 10036, Attention: Sean C. Southard, Esq.; and (2) Outten & Golden LLP, 685 Third Avenue, 25th Floor, New York, New York 10017, Attention: René S. Roupinian, Esq. Objections must be mailed so as to be received no later than October 29, 2018 at 5:00 p.m., and must include the caption of the action and your name, address, and telephone number, together with a detailed statement of the basis for your objection and whether you wish to be heard personally or by counsel at the final hearing at which the Parties will be requesting binding Bankruptcy Court approval of the Settlement and the award of attorneys' fees, as described above.

33. You may also appear in person or by counsel at the final hearing described below.

Final Hearing to Approve Settlement and Award Attorneys' Fees

34. The hearing for final consideration and approval of the Settlement Agreement and the award of attorney's fees to Class Counsel is scheduled to take place on **November 5, 2018, at 1:30 p.m., before the Honorable Robert E. Grossman, United States Bankruptcy Judge, in Courtroom 860 of the United States Bankruptcy Court for the Eastern District of New York, Alfonse M. D'Amato Federal Courthouse, 290 Federal Plaza, Central Islip, New York 11722.** That hearing may be adjourned without further notice. If you wish to determine if the hearing is adjourned, you may contact Class Counsel at the address shown above.

Other Information

35. Any questions from members of Class A concerning this notice or the WARN Action should be directed to Outten & Golden LLP, 685 Third Avenue, 25th Floor, New York, New York 10017, Attention: René S. Roupinian, Esq. All requests for more information, including a copy of the Settlement Agreement, should be sent by first-class mail to Ms. Roupinian to the address indicated above. A copy is also available on the internet at <https://www.pacer.gov>.

36. While the Bankruptcy Court has approved the sending of this notice, such approval does not indicate, and is not intended to indicate, that the Bankruptcy Court has any opinion as to the respective claims or defenses asserted by the parties in the WARN Action.

SCHEDULE 1

Date: September 28, 2018

<<name_addr_1>>
 <<name_addr_2>>
 <<name_addr_3>>
 <<name_addr_4>>
 <<name_addr_5>>
 <<city>>, <<state>> <<zip>>

Your total estimated **Allowed Priority Claim Amount** is <<warn_allowed_priority_clm_amt>>¹

Your estimated **Priority Medical Claim Amount** is <<warn_priority_medical_clm_amt>>²

Your estimated **Priority Dental Claim Amount** is <<warn_priority_dental_clm_amt>>³

Your estimated **Taxable Priority Claim Amount** is <<warn_taxable_priority_clm_amt>>⁴

Your total estimated **Allowed Unsecured Claim Amount**: <<warn_allowed_unsecured_clm_amt>>⁵

Explanation of Terms:

“Allowed Priority Claim” – to the extent you are entitled to the following benefits, this claim category pays WARN Act damages, unpaid wages, severance, accrued and unused vacation, accrued and unused sick pay, unpaid medical claims, and unpaid dental claims earned in the 180 days prior to the cessation of the Debtor’s business, at the full rate of 100 cents-on-the-dollar, up to the statutory cap of \$12,850. “Allowed” means the Debtor does not contest the claim or amount.

“Allowed Unsecured Claim” – this claim category includes the above amounts that exceed \$12,850. To the extent you are entitled to the following benefits, it also includes unpaid wages, accrued and unused vacation, and accrued and unused sick pay that were earned more than 180 days prior to the cessation of the Debtor’s business. These claims will be paid at a later date, and

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the accompanying notice. Your total **Allowed Priority Claim Amount** consists of the **Priority Medical Claim Amount**, **Priority Dental Claim Amount**, and **Taxable Priority Claim Amount**. No withholding taxes will be deducted from your **Priority Medical Claim Amount** and **Priority Dental Claim Amount**. The balance of your **Allowed Priority Claim Amount** will be subject to payroll taxes and will, therefore, be paid net of employment and withholding tax deductions. Your **Allowed Priority Claim Amount** is subject to Court approval and any final adjustments that may be required.

² Your estimated **Priority Medical Claim Amount** consists of amounts which the Debtor failed to pay on account of medical claims which were covered under the terms of the Benefit Plan. The Debtor hired a third-party administrator who processed these claims to determine the amounts that would have been payable under the Benefit Plan.

³ Your estimated **Priority Dental Claim Amount** consists of amounts which the Debtor failed to pay on account of dental claims which were covered under the terms of the Benefit Plan. The Debtor hired a third-party administrator who processed these claims to determine the amounts that would have been payable under the Benefit Plan.

⁴ Your **Taxable Priority Claim Amount** is the difference between your total **Allowed Priority Claim Amount** and the sum of your **Priority Medical Claim Amount** and **Priority Dental Claim Amount**.

⁵ Your estimated **Allowed Unsecured Claim Amount** will be paid subject to recoveries by the bankruptcy estate and will be paid net of employment and withholding tax deductions and is also subject to Court approval and any final adjustments that may be required.

at a rate of fewer cents-on-the-dollar which have yet to be determined.

I. How the Debtor and Class Counsel arrived at your Allowed Priority Claim Amount:

1. If you were terminated by the Debtor without cause on or about June 1, 2016 or within thirty (30) days of that date, or were terminated without cause as the foreseeable consequence of the mass layoff and/or closing by Debtor and did not receive 60 days' advance written notice, you are entitled to 60 additional days of pay, beyond your regular earned pay, as WARN Act damages, plus the value of your benefits for the 60-day WARN period. The 60 days of WARN pay will be reduced by the number of days you continued to work, if any, after June 1, 2016. If you continued to work for 60 days after June 1, 2016, you are not entitled to any WARN Act damages. The calculation of your WARN Act damages was based on reasonable payroll data maintained by the Debtor. Your WARN Act damages was then reduced to 32.5 % to reflect the risks of a) litigation posed by the Debtor's asserted defenses to WARN Act liability, and b) collection due to the Debtor's bankruptcy.
2. The Debtor and Class Counsel then analyzed any Non-WARN Act Claims you may have depending on your position with Dowling College at the time of your termination.

a. Faculty Members:

Upon termination of employment, if you were a faculty member, you are entitled to the following:

- (i) full pay and benefits from the period of July 20, 2016 through August 31, 2016; and
- (ii) depending on whether you were tenured or non-tenured and your length of employment as a non-tenured faculty member, you are entitled to severance payments as follows: (i) a non-tenured faculty member employed for 1 to 2 years is entitled to 6 months' pay, (ii) a non-tenured faculty member employed for 2 to 4 years is entitled to 8 months' pay, (iii) a non-tenured faculty member employed for 4 to 7 years is entitled to 10 months' pay, and (iv) a tenured faculty member is entitled to 1 years' pay.

b. Local 153, AFL-CIO Members:

Upon termination of employment, if you were a member of Local 153, you are entitled to the following:

- (i) unused vacation prorated at your appropriate accrual rate for each full month earned in the 180 days prior to the cessation of the Debtor's business;
- (ii) severance payment according to the following schedule: a full-time employee with 1 year of full-time employment is entitled to receive (a) 2 weeks' pay if employed for more than 1 year but less than 5 years, (b) 3 weeks' pay if employed for 5 years but less than 10 years, or (c) 4 weeks' pay if employed for 10 years or more; and
- (iii) two weeks' pay if notice of layoff is not provided two weeks prior to layoff.

c. Local 434, AFL-CIO Members:

Upon termination of employment, if you were a member of Local 434, you are entitled to the following:

- (i) pro rata vacation pay for all unused vacation earned in the 180 days prior to the cessation of the Debtor's business;
- (ii) sick time entitlement accrued for time worked and earned in the 180 days prior to the cessation of the Debtor's business; and
- (iii) one weeks' notice of layoff.

d. Unaligned Employees:

Upon termination of employment, if you were not a member of any union, you are entitled to accrued and unused vacation earned in the 180 days prior to the cessation of the Debtor's business.

- 3. Your estimated **Allowed Priority Claim Amount** as set forth on the first page of this schedule is subject to a cap of \$12,850 pursuant to Section 507(a)(4) of the Bankruptcy Code. What that means is that any amount owed to you which exceeds the \$12,850 cap will be treated as a general unsecured claim and will be added to your estimated **Allowed Unsecured Claim Amount**, as discussed below.
- 4. Your estimated total **Allowed Priority Claim Amount** consists of, among other things and to the extent applicable, your **Priority Medical Claim Amount** and **Priority Dental Claim Amount**. Your **Priority Medical and Dental Claim Amounts** are not subject to taxes or payroll deductions. However, the remaining portion of your **Allowed Priority Claim Amount**, the **Taxable Priority Claim Amount**, is subject to payroll deductions. Prior to payment of the **Taxable**

Priority Claim Amount, deductions will be taken for applicable taxes and withholdings as required by federal, state, and local law (in accordance with the provisions of Section 6 of the Settlement Agreement). A Form W-2 reflecting the reductions for applicable taxes and withholdings will be issued to you. You should consult a tax professional regarding your tax obligations in connection with your settlement payment.

5. Assuming the Court approves the settlement and the Dowling bankruptcy Plan is confirmed, your **Priority Medical Claim Amount**, **Priority Dental Claim Amount** and **Taxable Priority Claim Amount** (net of payroll deductions) will be mailed to you no later than 60 days from the date the order confirming the Debtor's bankruptcy Plan is final.

II. How the Debtor and Class Counsel arrived at your Allowed Unsecured Claim Amount:

1. In addition to any amounts from your **Allowed Priority Claim Amount** which exceed the \$12,850 cap, you may also be entitled to the following Non-WARN Act Claims depending on your position with Dowling College at the time of your termination:

- a. Faculty Members:

Upon termination of employment, if you were a faculty member, you are entitled to the wage reduction imposed upon the faculty member between January 2, 2015 and May 21, 2015.

- b. Local 153, AFL-CIO Members

Upon termination of employment, if you were a member of Local 153, you are entitled to the following:

- (i) unused vacation prorated at your appropriate accrual rate for each full month earned in the 2015-2016 fiscal year, excluding the 180 days prior to the cessation of the Debtor's business; and

- (ii) twenty percent wage reduction imposed upon the union member between June 22, 2012 and August 30, 2012.

- c. Local 434, AFL-CIO Members:

Upon termination of employment, if you were a member of Local 434, you are entitled to the following:

- (i) pro rata vacation pay for all unused vacation earned in the 2015-2016 fiscal year, excluding the 180 days prior to the cessation of the Debtor's business; and
 - (ii) sick time entitlement accrued for time worked and earned in the 2015-2016 fiscal year, excluding the 180 days prior to the cessation of the Debtor's business.
- d. Unaligned Employees:

Upon termination of employment, if you were not a member of any union, you are entitled to the following:

- (i) accrued and unused vacation earned in the 2015-2016 fiscal year, excluding the 180 days prior to the cessation of the Debtor's business; and
 - (ii) twenty percent wage reduction imposed upon you between May 25, 2012 and August 2, 2012.
2. Your estimated **Allowed Unsecured Claim Amount** is subject to payroll deductions. Prior to payment, deductions will be taken for applicable taxes and withholdings as required by federal, state, and local law (in accordance with the provisions of Section 6 of the Settlement Agreement). A Form W-2 reflecting the reductions for applicable taxes and withholdings will be issued to you. You should consult a tax professional regarding your tax obligations in connection with your settlement payment.
3. Payment of your estimated **Allowed Unsecured Claim Amount** is subject to Court approval of the settlement, confirmation of the Debtor's bankruptcy Plan, and the estate recovering funds sufficient to make a distribution to holders of allowed unsecured claims. Assuming those conditions are met, a percentage of your **Allowed Unsecured Claim Amount**, net of payroll deductions, will be mailed to you. We do not have an estimate yet, as to the timing or amount of payment of allowed unsecured claims.

Should you have any questions regarding the above, please contact Class Counsel, Outten & Golden LLP attention attorney René Roupinian at rsr@outtengolden.com or by calling (212) 245-1000.

Please do not call or contact the Court or Debtor's Counsel.

SCHEDULE 2

Form W-4 (2018)

Future developments. For the latest information about any future developments related to Form W-4, such as legislation enacted after it was published, go to www.irs.gov/FormW4.

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. You may claim exemption from withholding for 2018 if **both** of the following apply.

- For 2017 you had a right to a refund of **all** federal income tax withheld because you had **no** tax liability, **and**
- For 2018 you expect a refund of **all** federal income tax withheld because you expect to have **no** tax liability.

If you're exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2018 expires February 15, 2019. See Pub. 505, Tax Withholding and Estimated Tax, to learn more about whether you qualify for exemption from withholding.

General Instructions

If you aren't exempt, follow the rest of these instructions to determine the number of withholding allowances you should claim for withholding for 2018 and any additional amount of tax to have withheld. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

You can also use the calculator at www.irs.gov/W4App to determine your tax withholding more accurately. Consider

using this calculator if you have a more complicated tax situation, such as if you have a working spouse, more than one job, or a large amount of nonwage income outside of your job. After your Form W-4 takes effect, you can also use this calculator to see how the amount of tax you're having withheld compares to your projected total tax for 2018. If you use the calculator, you don't need to complete any of the worksheets for Form W-4.

Note that if you have too much tax withheld, you will receive a refund when you file your tax return. If you have too little tax withheld, you will owe tax when you file your tax return, and you might owe a penalty.

Filers with multiple jobs or working spouses. If you have more than one job at a time, or if you're married and your spouse is also working, read all of the instructions including the instructions for the Two-Earners/Multiple Jobs Worksheet before beginning.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you might owe additional tax. Or, you can use the Deductions, Adjustments, and Other Income Worksheet on page 3 or the calculator at www.irs.gov/W4App to make sure you have enough tax withheld from your paycheck. If you have pension or annuity income, see Pub. 505 or use the calculator at www.irs.gov/W4App to find out if you should adjust your withholding on Form W-4 or W-4P.

Nonresident alien. If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Specific Instructions

Personal Allowances Worksheet

Complete this worksheet on page 3 first to determine the number of withholding allowances to claim.

Line C. Head of household please note:

Generally, you can claim head of household filing status on your tax return only if you're unmarried and pay more than 50% of the costs of keeping up a home for yourself and a qualifying individual. See Pub. 501 for more information about filing status.

Line E. Child tax credit. When you file your tax return, you might be eligible to claim a credit for each of your qualifying children. To qualify, the child must be under age 17 as of December 31 and must be your dependent who lives with you for more than half the year. To learn more about this credit, see Pub. 972, Child Tax Credit. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line E of the worksheet. On the worksheet you will be asked about your total income. For this purpose, total income includes all of your wages and other income, including income earned by a spouse, during the year.

Line F. Credit for other dependents.

When you file your tax return, you might be eligible to claim a credit for each of your dependents that don't qualify for the child tax credit, such as any dependent children age 17 and older. To learn more about this credit, see Pub. 505. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line F of the worksheet. On the worksheet, you will be asked about your total income. For this purpose, total income includes all of

----- Separate here and give Form W-4 to your employer. Keep the worksheet(s) for your records. -----

Form W-4 Department of the Treasury Internal Revenue Service		Employee's Withholding Allowance Certificate ▶ Whether you're entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.		OMB No. 1545-0074 2018
1 Your first name and middle initial		Last name		2 Your social security number
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note: If married filing separately, check "Married, but withhold at higher Single rate."		
City or town, state, and ZIP code		4 If your last name differs from that shown on your social security card, check here. You must call 800-772-1213 for a replacement card. ▶ <input type="checkbox"/>		
5 Total number of allowances you're claiming (from the applicable worksheet on the following pages)	6 Additional amount, if any, you want withheld from each paycheck		5	6 \$
7 I claim exemption from withholding for 2018, and I certify that I meet both of the following conditions for exemption. <ul style="list-style-type: none"> • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here ▶				7
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.				
Employee's signature (This form is not valid unless you sign it.) ▶				
8 Employer's name and address (Employer: Complete boxes 8 and 10 if sending to IRS and complete boxes 8, 9, and 10 if sending to State Directory of New Hires.)		9 First date of employment	10 Employer identification number (EIN)	

your wages and other income, including income earned by a spouse, during the year.

Line G. Other credits. You might be able to reduce the tax withheld from your paycheck if you expect to claim other tax credits, such as the earned income tax credit and tax credits for education and child care expenses. If you do so, your paycheck will be larger but the amount of any refund that you receive when you file your tax return will be smaller. Follow the instructions for Worksheet 1-6 in Pub. 505 if you want to reduce your withholding to take these credits into account.

Deductions, Adjustments, and Additional Income Worksheet

Complete this worksheet to determine if you're able to reduce the tax withheld from your paycheck to account for your itemized deductions and other adjustments to income such as IRA contributions. If you do so, your refund at the end of the year will be smaller, but your paycheck will be larger. You're not required to complete this worksheet or reduce your withholding if you don't wish to do so.

You can also use this worksheet to figure out how much to increase the tax withheld from your paycheck if you have a large amount of nonwage income, such as interest or dividends.

Another option is to take these items into account and make your withholding more accurate by using the calculator at www.irs.gov/W4App. If you use the calculator, you don't need to complete any of the worksheets for Form W-4.

Two-Earners/Multiple Jobs Worksheet

Complete this worksheet if you have more

than one job at a time or are married filing jointly and have a working spouse. If you don't complete this worksheet, you might have too little tax withheld. If so, you will owe tax when you file your tax return and might be subject to a penalty.

Figure the total number of allowances you're entitled to claim and any additional amount of tax to withhold on all jobs using worksheets from only one Form W-4. Claim all allowances on the W-4 that you or your spouse file for the highest paying job in your family and claim zero allowances on Forms W-4 filed for all other jobs. For example, if you earn \$60,000 per year and your spouse earns \$20,000, you should complete the worksheets to determine what to enter on lines 5 and 6 of your Form W-4, and your spouse should enter zero ("0") on lines 5 and 6 of his or her Form W-4. See Pub. 505 for details.

Another option is to use the calculator at www.irs.gov/W4App to make your withholding more accurate.

Tip: If you have a working spouse and your incomes are similar, you can check the "Married, but withhold at higher Single rate" box instead of using this worksheet. If you choose this option, then each spouse should fill out the Personal Allowances Worksheet and check the "Married, but withhold at higher Single rate" box on Form W-4, but only one spouse should claim any allowances for credits or fill out the Deductions, Adjustments, and Additional Income Worksheet.

Instructions for Employer

Employees, do not complete box 8, 9, or 10. Your employer will complete these boxes if necessary.

New hire reporting. Employers are

required by law to report new employees to a designated State Directory of New Hires. Employers may use Form W-4, boxes 8, 9, and 10 to comply with the new hire reporting requirement for a newly hired employee. A newly hired employee is an employee who hasn't previously been employed by the employer, or who was previously employed by the employer but has been separated from such prior employment for at least 60 consecutive days. Employers should contact the appropriate State Directory of New Hires to find out how to submit a copy of the completed Form W-4. For information and links to each designated State Directory of New Hires (including for U.S. territories), go to www.acf.hhs.gov/programs/css/employers.

If an employer is sending a copy of Form W-4 to a designated State Directory of New Hires to comply with the new hire reporting requirement for a newly hired employee, complete boxes 8, 9, and 10 as follows.

Box 8. Enter the employer's name and address. If the employer is sending a copy of this form to a State Directory of New Hires, enter the address where child support agencies should send income withholding orders.

Box 9. If the employer is sending a copy of this form to a State Directory of New Hires, enter the employee's first date of employment, which is the date services for payment were first performed by the employee. If the employer rehired the employee after the employee had been separated from the employer's service for at least 60 days, enter the rehire date.

Box 10. Enter the employer's employer identification number (EIN).

Personal Allowances Worksheet (Keep for your records.)

A	Enter "1" for yourself	A _____
B	Enter "1" if you will file as married filing jointly	B _____
C	Enter "1" if you will file as head of household	C _____
D	Enter "1" if: { <ul style="list-style-type: none"> • You're single, or married filing separately, and have only one job; or • You're married filing jointly, have only one job, and your spouse doesn't work; or • Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less. 	D _____
E	Child tax credit. See Pub. 972, Child Tax Credit, for more information. <ul style="list-style-type: none"> • If your total income will be less than \$69,801 (\$101,401 if married filing jointly), enter "4" for each eligible child. • If your total income will be from \$69,801 to \$175,550 (\$101,401 to \$339,000 if married filing jointly), enter "2" for each eligible child. • If your total income will be from \$175,551 to \$200,000 (\$339,001 to \$400,000 if married filing jointly), enter "1" for each eligible child. • If your total income will be higher than \$200,000 (\$400,000 if married filing jointly), enter "-0-" 	
F	Credit for other dependents. <ul style="list-style-type: none"> • If your total income will be less than \$69,801 (\$101,401 if married filing jointly), enter "1" for each eligible dependent. • If your total income will be from \$69,801 to \$175,550 (\$101,401 to \$339,000 if married filing jointly), enter "1" for every two dependents (for example, "-0-" for one dependent, "1" if you have two or three dependents, and "2" if you have four dependents). • If your total income will be higher than \$175,550 (\$339,000 if married filing jointly), enter "-0-" 	
G	Other credits. If you have other credits, see Worksheet 1-6 of Pub. 505 and enter the amount from that worksheet here	G _____
H	Add lines A through G and enter the total here	H _____

For accuracy,
complete all
worksheets
that apply.

- If you plan to **itemize** or **claim adjustments to income** and want to reduce your withholding, or if you have a large amount of nonwage income and want to increase your withholding, see the **Deductions, Adjustments, and Additional Income Worksheet** below.
- If you **have more than one job at a time** or are **married filing jointly and you and your spouse both work**, and the combined earnings from all jobs exceed \$52,000 (\$24,000 if married filing jointly), see the **Two-Earners/Multiple Jobs Worksheet** on page 4 to avoid having too little tax withheld.
- If **neither** of the above situations applies, **stop here** and enter the number from line H on line 5 of Form W-4 above.

Deductions, Adjustments, and Additional Income Worksheet

Note: Use this worksheet *only* if you plan to itemize deductions, claim certain adjustments to income, or have a large amount of nonwage income.

1	Enter an estimate of your 2018 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes (up to \$10,000), and medical expenses in excess of 7.5% of your income. See Pub. 505 for details	1 \$ _____
2	Enter: { <ul style="list-style-type: none"> \$24,000 if you're married filing jointly or qualifying widow(er) \$18,000 if you're head of household \$12,000 if you're single or married filing separately 	2 \$ _____
3	Subtract line 2 from line 1. If zero or less, enter "-0-"	3 \$ _____
4	Enter an estimate of your 2018 adjustments to income and any additional standard deduction for age or blindness (see Pub. 505 for information about these items)	4 \$ _____
5	Add lines 3 and 4 and enter the total	5 \$ _____
6	Enter an estimate of your 2018 nonwage income (such as dividends or interest)	6 \$ _____
7	Subtract line 6 from line 5. If zero, enter "-0-". If less than zero, enter the amount in parentheses	7 \$ _____
8	Divide the amount on line 7 by \$4,150 and enter the result here. If a negative amount, enter in parentheses. Drop any fraction	8 _____
9	Enter the number from the Personal Allowances Worksheet , line H above	9 _____
10	Add lines 8 and 9 and enter the total here. If zero or less, enter "-0-". If you plan to use the Two-Earners/Multiple Jobs Worksheet , also enter this total on line 1, page 4. Otherwise, stop here and enter this total on Form W-4, line 5, page 1	10 _____

Two-Earners/Multiple Jobs Worksheet**Note:** Use this worksheet *only* if the instructions under line H from the **Personal Allowances Worksheet** direct you here.

- 1** Enter the number from the **Personal Allowances Worksheet**, line H, page 3 (or, if you used the **Deductions, Adjustments, and Additional Income Worksheet** on page 3, the number from line 10 of that worksheet) **1** _____
- 2** Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. **However**, if you're married filing jointly and wages from the highest paying job are \$75,000 or less and the combined wages for you and your spouse are \$107,000 or less, don't enter more than "3" **2** _____
- 3** If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet **3** _____
- Note:** If line 1 is **less than** line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.
- 4** Enter the number from line 2 of this worksheet **4** _____
- 5** Enter the number from line 1 of this worksheet **5** _____
- 6** **Subtract** line 5 from line 4 **6** _____
- 7** Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here **7** \$ _____
- 8** **Multiply** line 7 by line 6 and enter the result here. This is the additional annual withholding needed **8** \$ _____
- 9** **Divide** line 8 by the number of pay periods remaining in 2018. For example, divide by 18 if you're paid every 2 weeks and you complete this form on a date in late April when there are 18 pay periods remaining in 2018. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck **9** \$ _____

Table 1**Table 2**

Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from LOWEST paying job are—	Enter on line 2 above	If wages from LOWEST paying job are—	Enter on line 2 above	If wages from HIGHEST paying job are—	Enter on line 7 above	If wages from HIGHEST paying job are—	Enter on line 7 above
\$0 - \$5,000	0	\$0 - \$7,000	0	\$0 - \$24,375	\$420	\$0 - \$7,000	\$420
5,001 - 9,500	1	7,001 - 12,500	1	24,376 - 82,725	500	7,001 - 36,175	500
9,501 - 19,000	2	12,501 - 24,500	2	82,726 - 170,325	910	36,176 - 79,975	910
19,001 - 26,500	3	24,501 - 31,500	3	170,326 - 320,325	1,000	79,976 - 154,975	1,000
26,501 - 37,000	4	31,501 - 39,000	4	320,326 - 405,325	1,330	154,976 - 197,475	1,330
37,001 - 43,500	5	39,001 - 55,000	5	405,326 - 605,325	1,450	197,476 - 497,475	1,450
43,501 - 55,000	6	55,001 - 70,000	6	605,326 and over	1,540	497,476 and over	1,540
55,001 - 60,000	7	70,001 - 85,000	7				
60,001 - 70,000	8	85,001 - 90,000	8				
70,001 - 75,000	9	90,001 - 100,000	9				
75,001 - 85,000	10	100,001 - 105,000	10				
85,001 - 95,000	11	105,001 - 115,000	11				
95,001 - 130,000	12	115,001 - 120,000	12				
130,001 - 150,000	13	120,001 - 130,000	13				
150,001 - 160,000	14	130,001 - 145,000	14				
160,001 - 170,000	15	145,001 - 155,000	15				
170,001 - 180,000	16	155,001 - 185,000	16				
180,001 - 190,000	17	185,001 and over	17				
190,001 - 200,000	18						
200,001 and over	19						

Privacy Act and Paperwork Reduction

Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and

U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You aren't required to provide the information requested on a form that's subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be

retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

SCHEDULE 3

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

-----X	
In re	: Chapter 11
	:
DOWLING COLLEGE,	:
f/d/b/a DOWLING INSTITUTE,	: Case No. 16-75545 (REG)
f/d/b/a DOWLING COLLEGE ALUMNI	:
ASSOCIATION,	:
f/d/b/a CECOM,	:
a/k/a DOWLING COLLEGE, INC.,	:
	:
Debtor.	:
-----X	
	:
LORI ZAIKOWSKI, on behalf of herself and all	:
others similarly situated,	:
	:
Plaintiff,	: Adv. Pro. No. 16-08178 (REG)
	:
v.	:
	:
DOWLING COLLEGE, f/d/b/a DOWLING	:
INSTITUTE, f/d/b/a DOWLING COLLEGE	:
ALUMNI ASSOCIATION, f/d/b/a CECOM, a/k/a	:
DOWLING COLLEGE, INC.,	:
Defendant.	:
-----X	

NOTICE OF CLASS ACTION

TO: Former employees of Dowling College (“Dowling” or the “Debtor”) who were terminated without cause, as part of, or as the result of, mass layoffs or plant closings ordered by the Debtor on or about June 1, 2016 and within thirty (30) days of that date, who were not provided 60 days advance written notice of their terminations by the Debtor.

You were recently identified as a former Dowling employee who meets the definition of a member of Class A¹, as set forth herein.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Settlement Agreement.

SUBJECT: The claim of a former employee alleging that her rights under the Federal WARN Act and New York Labor Law were violated and seeking to recover 60 days' wages and ERISA benefits on behalf of herself and all those similarly situated.

Description of the Class Litigation

1. On December 1, 2016, Lori Zaikowski (the "Class A Representative"), on behalf of herself and Class A Members, commenced an adversary proceeding (the "WARN Action") by the filing of a class action complaint against the Debtor, which alleged that the Debtor did not provide sixty (60) days' advance written notice of a mass layoff as required by the federal Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 *et seq.* ("WARN Act") or ninety (90) days' advance written notice of a mass layoff as required by New York Labor Law § 860 *et seq.* ("NY WARN Act"). The Class A Representative asserted that, as a consequence of this alleged failure, Class A Members' claims were entitled to priority treatment pursuant to section 507(a) of the Bankruptcy Code and the remainder as a general unsecured claim on account of damages for the alleged sixty (60) day violation period. The Class A Representative asserted both WARN Act Claims and Non-WARN Act Claims on behalf of herself and Class A Members. Non-WARN Act Claims consist of monies owed by the Debtor for unpaid wage, vacation, sick, medical and dental claims, and any other forms of compensation alleged to be earned prior to a Class A Member's termination.

2. On December 13, 2017, the Class A Representative, on behalf of herself and Class A Members, filed a second amended class action complaint adding a third cause of action for unpaid wages in violation of NYLL § 191, and a fourth cause of action for unpaid compensation in breach of contract and the covenant of good faith and fair dealing.

3. On January 13, 2017, the Debtor answered the WARN Complaint, wherein it generally denied the Class A Representative's allegations and asserted numerous defenses.

4. On March 10, 2017, the Class A Representative, on behalf of herself and Class A Members, filed the Class Proof of Claim based on the claims set forth in the WARN Complaint.

5. There exist significant, complex legal and factual issues regarding the application of the WARN Acts to the facts and circumstances at issue and the viability of the WARN Action, including, without limitation:

- whether the Debtor was entitled to give fewer than sixty (60) days' notice because of the faltering company exception;
- whether certain Class A Members, including part time, adjunct professors, are entitled to an award of damages;
- whether the Debtor has other defenses to the application of the WARN Acts;
- whether the Debtor is entitled to a reduction or elimination of damages under the "good faith" exception to the WARN Acts;
- the computation of the amount of damages, if any; and
- whether and to what extent the alleged damages are entitled to priority under 11 U.S.C. § 507(a).

6. The Class A Representative has the burden of proof on some of these issues, and the Debtor has the burden on others, including the major affirmative defenses, and the trial of this matter would likely be lengthy, complex, and costly and would delay resolution of this matter.

7. On December 13, 2016, the Debtor filed schedules of assets and liabilities and a statement of financial affairs and on February 23, 2017 the Debtor filed amended schedules.

8. On January 13, 2017, the Bankruptcy Court entered the Bar Date Order which (i) fixed the Bar Date, (ii) established procedures for filing proofs of claim against the Debtor and its Estate pursuant to Federal Rule of Bankruptcy Procedure 3003(c)(3), and (iii) approved the Bar Date Notice. The Bar Date Order approved as adequate and sufficient, the service of the Bar Date Notice by first class mail and publication of the Bar Date Notice in the New York edition of the Wall Street Journal, and either Newsday or Long Island Business News. The Bar Date Order fixed March 10, 2017, at 5:00 P.M. (EST) as the Bar Date by which all claims against the Debtor which arose prior to November 29, 2016, other than those types of claims specifically excepted thereby, had to be filed. The Bar Date Order also set a Bar Date of May 30, 2017, with respect to governmental entities.

9. The Bar Date Notice was served by first class regular mail upon, among others, all creditors and other known holders of claims, as well as all parties known to the Debtor as having potential claims against the Debtor's estate. Except for the holders of certain specifically excluded claims, every creditor was required to file a proof of claim on or before the applicable Bar Date so that the Debtor could ascertain with certainty the total amount of pre-petition claims outstanding.

10. In accordance with Federal Rule of Bankruptcy Procedure 3003(c)(2), holders of claims who failed to comply with the terms of the Bar Date Order are forever barred from (i) filing a proof of claim with respect to such claim, (ii) asserting such claims against the Debtor or its Estate and/or property, (iii) voting on any Plan and (iv) participating in any distribution in the Chapter 11 Case on account of such claims.

11. Approximately one hundred and twenty-six (126) individual claims were filed by Class Members against the Debtor's estate. In addition, the Schedules filed by the Debtor listed certain amounts outstanding in favor of individual Class Members. Certain of these scheduled claim amounts were listed as contingent, disputed or unliquidated.

12. Edward Hugler, Acting Secretary of Labor for Dowling College Employee Benefit Plan, c/o the U.S. DOL filed the U.S. DOL Claim in the unsecured amount of \$983,769.86 asserting possible violations of Title I of ERISA on account of the U.S. DOL's determination that the Debtor, as sponsor and fiduciary of the Benefit Plan, failed to pay participant medical and dental claims.

13. The U.S. DOL Claim calculation was estimated based on documentation provided by CIGNA and Healthplex (each a third-party administrator previously in contract with the Debtor) and asserts the potential for priority treatment in relation to certain of the 163 participants and beneficiaries of the Benefit Plan referenced in the U.S. DOL Claim.

14. Because the U.S. DOL Claim clearly requests that any payments on account of the claim be made directly to the affected participants and beneficiaries and because substantially all of the affected participants are Class Members herein, the Parties intend that the settlements contemplated herein will resolve and satisfy the U.S. DOL Claim as it relates to any Class Member.

15. There exist significant, complex legal and factual issues regarding the application of the specific entitlements for holders of Non-WARN Act Claims to the facts and circumstances at issue and the viability of such claims, including, without limitation:

- whether Class A Members were entitled to vacation pay after termination and whether certain credits should be applied in relation to vacation;

- whether wage reductions or deferrals applied to Class A Members;
- whether the Debtor has other setoffs or defense to claims of certain Class A Members;
- the computation of the amount of Class A Member damages, if any; and
- whether the alleged damages are entitled to priority under 11 U.S.C. § 507(a).

16. There exists a complex interrelationship between Non-WARN Act Claims and WARN Act Claims as it relates to each particular Class A Member's priority level claim entitlements and the aggregate general unsecured claims of such parties.

17. Due to the complex nature of the issues involved, the Parties recognize that the outcome of litigation concerning the WARN Act Claims and Non-WARN Act Claims is uncertain, costly and time consuming. To avoid extensive, costly and uncertain litigation over these issues, the Parties have engaged in significant good faith, arm's length negotiations regarding a possible consensual resolution of the WARN Act Claims and Non-WARN Act Claims.

18. The Debtor has identified three hundred and seventy-two (372) persons, who constitute all of the individuals who meet the definition of a Class A Member.

19. Class Counsel has thoroughly investigated the claims made in the WARN Action and the Parties have exchanged a significant amount of information during their settlement negotiations. In particular, the Debtor provided extensive information to Class Counsel regarding the facts relating to the Debtor's defenses and the circumstances that led to the termination of the Class A Members' employment with the Debtor. The Debtor also shared

payroll information and a damages analysis with Class Counsel. Class Counsel has analyzed the applicable law and weighed the likelihood of success.

The Definition of the Class

20. The Court has defined the Class as: the Class A Representative and all persons who worked at or reported to a Facility of the Debtor who: (1) were terminated without cause on or about June 1, 2016 or within 30 days of that date, or were terminated without cause as the reasonably foreseeable consequence of any mass layoff and/or plant closing by the Debtor on or about June 1, 2016, (2) who are affected employees within the meaning of 29 U.S.C. § 2101(a)(5) and New York Labor Law § 860-A (1),(4) and(6) and (3) who have not opted-out of the class.

Class Counsel and the Class Representative

21. The Plaintiff who initiated this lawsuit is represented by attorneys Jack A. Raisner and René S. Roupinian of Outten & Golden LLP, 685 Third Avenue, 25th Floor, New York, New York 10017, (212) 245-1000, who have been appointed Class Counsel. The Court appointed Plaintiff Lori Zaikowski as the Class A Representative.

The Proposed Settlement

22. The following description of the proposed settlement is only a summary. In the event of any difference between this summary and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control. You may secure a copy of the complete Settlement Agreement from Class Counsel at the address shown below. The terms of the settlement relevant to Class A Members may be summarized as follows:

- The settlement shall result in Class A Members holding (i) Allowed Priority Claims pursuant to 11 U.S.C. § 507(a)(4) in the aggregate amount of

\$1,355,593.74² and (ii) Allowed Unsecured Claims in the aggregate amount of \$4,885,537.13³.

- **The amount projected to be your (i) Allowed Priority Claim, which consists of, as applicable, the Priority Medical Claim (which is not subject to withholding taxes), Priority Dental Claim (which is not subject to withholding taxes), and Taxable Priority Claim (which is subject to withholding taxes) and (ii) Allowed Unsecured Claim (which is subject to withholding taxes) and an explanation of how the Debtor and Class Counsel calculated these amounts is attached hereto as Schedule 1.**
- **Following the Effective Date, which is estimated to be in late December of this year, and which may be extended further due to unforeseen circumstances, the Debtor will distribute to you your Allowed Priority Claim Amount, net of withholding tax deductions that will be applied to the Taxable Priority Claim Amount, which amount remains subject to adjustment.**
- The Unsecured Creditor Trust shall distribute your Allowed Unsecured Claim Amount pursuant to the terms set forth in the Plan and Confirmation Order.
- The Class A Representative made significant contributions to the litigation and discussions that led to the Settlement. In recognition of her service on behalf of all Class A Members, she shall receive a one-time payment of Eleven Thousand Five Hundred dollars (\$11,500) (“Service Payment”). The Service Payment will

² This amount is subject to increase in the event the two individuals who timely exercised their right to opt-out of Class A rescind such opt-out.

³ This amount is subject to increase in the event the two individuals who timely exercised their right to opt-out of Class A rescind such opt-out.

be made in addition to the Class A Representative's settlement amount and Class Counsel's Fees will not be deducted from the Service Payment.

- The Settlement Agreement shall not become effective if the Bankruptcy Court does not approve it in its entirety.
- If settlement checks issued to Class A Members on account of his or her Allowed Priority Claim Amount or Allowed Unsecured Claim Amount are not deposited, endorsed or negotiated within six (6) months of their date of issuance, such Residual Funds shall be vested in the Debtor to be utilized or distributed in accordance with the terms of the Plan.
- The Parties have agreed that, in the event that (i) Class Members⁴ holding 5% or more of the Allowed Priority Claims opt-out of the Settlement or (ii) 20% or more of Class Members opt-out of the Settlement, then the Settlement Agreement may be declared null and void, and of no future effect, for all purposes in the sole and exclusive discretion of the Debtor.
- The Parties have agreed that, in this circumstance, the Debtor may elect to terminate the Settlement Agreement by providing written notice to Class Counsel within the later of (a) ten (10) days after the expiration of the right of Class B Members and Class A Members who did not receive the Notice of Class Action to opt-out of the Settlement Agreement; (b) ten (10) days after the later of the expiration of the Objection Deadline or any objection deadline imposed by the Bankruptcy Court for Class Members, creditors, or other parties in interest to object to the Settlement or the Motion; or (c) the date that is ten (10) days after

⁴ The Class Members consist of, collectively, Class A Members and Class B Members. Class B Members consist of all persons who (i) do not fit within the definition of Class A; (ii) currently or previously worked at or reported to a Facility of the Debtor; (iii) allegedly hold Non-WARN Act Claims; and (iv) do not timely opt-out of Class B.

the date that Class Counsel files the list of Class Members that have opted out, as required under the Settlement Agreement.

Class Counsel's Recommendation

23. Class Counsel recommends the Settlement Agreement, believing that it is fair, reasonable and adequate to the Class.

Tax Consequences of the Settlement Payments

24. Standard withholding taxes will be withheld by the Debtor or the Unsecured Creditor Trust, as applicable, from the Taxable Priority Claim Amount and Allowed Unsecured Claim Amount pursuant to the terms of the Settlement Agreement. **If any information pertaining to IRS Form W-4 has changed since the last form submitted to Dowling prior to June 1, 2016, please complete and sign the enclosed IRS Form W-4 and return it to the Debtor at the following address no later than December 1, 2018.**

**Via Mail: Dowling College
P.O. Box. 470
Massapequa Park, NY 11762
Attn: Robert S. Rosenfeld, CRO**

Via Email: rsrosenfeld@rsrconsultingllc.com

25. If no update of tax status is timely provided by a Class A Member, the Debtor will utilize the most recent relevant information in its books and records to calculate the appropriate amount of withholding taxes. If no information is available to the Debtor at all, it will utilize the maximum applicable rate when calculating withholding tax amounts for Class A Members.

Class Counsel's Fees

26. Under the proposed Settlement Agreement and subject to final court approval, Class Counsel shall be paid no more than \$350,000.00 in fees and \$10,000.00 in expenses, or such lesser amount as is allowed by the Bankruptcy Court or as set forth in the Settlement Agreement as payment for all fees and expenses in connection with this matter. Class Counsel's Fees shall not be paid directly from the distributions to be made on account of the Allowed Priority Claims and Allowed Unsecured Claims. You may object to the request of Class Counsel for attorneys' fees by filing an objection within the time and in the manner specified below.

Release of Claims and Effect of Approval of Settlement Agreement

27. Upon final approval by the Bankruptcy Court, the Settlement Agreement will result in the dismissal of the WARN Action on the merits and with prejudice, and shall constitute a waiver and release of all Released Claims, including, but not limited to, all WARN Act Claims and Non-WARN Act Claims. A complete definition of all "Released Claims," is set forth in section 10 of the Settlement Agreement, which may be obtained from Class Counsel. Any and all claims released under the Settlement Agreement shall be waived, and no person, including the Class A Member, shall be entitled to any further distribution thereon from the Debtor's Estate. Not included in Released Claims are any obligations created by or arising out of the Settlement or any claims which federal or state law clearly provides may not be released by settlement.

28. Upon final approval of the Settlement any individual proof of claim forms filed with the Bankruptcy Court by a Class A Member who does not opt-out of the Settlement shall be disallowed insofar as and only to the extent such proof of claim form relates to or arises out of any of the claims released in the Settlement Agreement.

How to Object or Opt-Out

29. If you are satisfied with the proposed Settlement including the amount of your projected claim as set forth on Schedule 1 and Class Counsel's requested fees, you do not need to do anything. The Debtor will mail your Allowed Priority Claim Amount, which amount remains subject to adjustment and withholding taxes on the Taxable Priority Claim Amount, in accordance with the Settlement Agreement. The Unsecured Creditor Trust shall distribute your Allowed Unsecured Claim Amount in accordance with the Settlement Agreement and as set forth in the Plan and Confirmation Order. The payments will be mailed to your last known address as indicated in the Debtor's books and records or to such address that you have updated with Class Counsel. If you are concerned that Class Counsel does not have your current address, please promptly notify Class Counsel as follows:

Via Mail: René S. Roupinian, Esq.
Outten & Golden LLP
685 Third Avenue, 25th Floor
New York, NY 10017

Via Email: rsr@outtengolden.com

30. If, on the other hand, you believe that the proposed Settlement Agreement is unfair or inadequate, you are dissatisfied with your Allowed Priority Claim Amount or Allowed Unsecured Claim Amount, or you feel that Class Counsel's request for attorneys' fees should not be approved, you may object to the Settlement Agreement and/or Class Counsel's request for attorneys' fees by filing a detailed written statement with the Bankruptcy Court electronically in accordance with General Order 559 (which can be found at www.nyeb.uscourts.gov, the official website for the Bankruptcy Court) by registered users of the Bankruptcy Court's case filing system, and by all other parties in interest, by mailing the statement to the Clerk of the United States Bankruptcy Court,

Eastern District of New York, Alfonse M. D'Amato Federal Courthouse, 290 Federal Plaza, Central Islip, New York 11722, and by sending copies of that statement to (1) Klestadt Winters Jureller Southard & Stevens, LLP, 200 West 41st Street, 17th Floor, New York, New York 10036, Attention: Sean C. Southard, Esq.; and (2) Outten & Golden LLP, 685 Third Avenue, 25th Floor, New York, New York 10017, Attention: René S. Roupinian, Esq. Objections must be mailed so as to be received no later than October 29, 2018 at 5:00 p.m., and must include the caption of the action and your name, address, and telephone number, together with a detailed statement of the basis for your objection and whether you wish to be heard personally or by counsel at the final hearing at which the Parties will be requesting binding Bankruptcy Court approval of the Settlement and the award of attorneys' fees, as described above.

31. You may also appear in person or by counsel at the final hearing described below.

32. If you wish to be a member of the class, you do not need to do anything. The Debtor will mail your Allowed Priority Claim Amount, which amount remains subject to adjustment and withholding taxes on the Taxable Priority Claim Amount, in accordance with the Settlement Agreement. The Unsecured Creditor Trust shall distribute your Allowed Unsecured Claim Amount in accordance with the Settlement Agreement and as set forth in the Plan and Confirmation Order. The payments will be mailed to your last known address as indicated in the Debtor's books and records or to such address that you have updated with Class Counsel. If you are concerned that Class Counsel does not have your current address, please promptly notify Class Counsel as follows:

**Via Mail: René S. Roupinian, Esq.
Outten & Golden LLP
685 Third Avenue, 25th Floor
New York, NY 10017**

Via Email: rsr@outtengolden.com

33. If you choose not to be bound by this Settlement Agreement and do not wish to share in any of the benefits described herein, you may opt-out of Class A by filling out the attached “Opt-Out Form,” signing and mailing that form to Outten & Golden LLP, 685 Third Avenue, 25th Floor, New York, New York 10017, (212) 245-1000, Attn: René S. Roupinian. The form must be received by Ms. Roupinian no later than October 29, 2018 at 5:00 p.m. (the “Opt-Out Deadline”). All requests for exclusion received after the Opt-Out Deadline will not be effective and such person will be a member of Class A and will be bound in the same way and to the same extent as all other Class A Members.

Final Hearing to Approve Settlement and Award Attorneys’ Fees

34. The hearing for final consideration and approval of the Settlement Agreement and the award of attorney’s fees to Class Counsel is scheduled to take place on **November 5, 2018, at 1:30 p.m., before the Honorable Robert E. Grossman, United States Bankruptcy Judge, in Courtroom 860 of the United States Bankruptcy Court for the Eastern District of New York, Alfonse M. D’Amato Federal Courthouse, 290 Federal Plaza, Central Islip, New York 11722.** That hearing may be adjourned without further notice. If you wish to determine if the hearing is adjourned, you may contact Class Counsel at the address shown above.

Other Information

35. Any questions from members of Class A concerning this notice or the WARN Action should be directed to Outten & Golden LLP, 685 Third Avenue, 25th Floor, New York, New York 10017, Attention: René S. Roupinian, Esq. All requests for more information, including a copy of the Settlement Agreement, should be sent by first-class mail to Ms. Roupinian to the address indicated above. A copy is also available on the internet at

<https://www.pacer.gov>. ***Please do not call or contact the Court or the Debtor's Counsel for information.***

36. While the Bankruptcy Court has approved the sending of this notice, such approval does not indicate, and is not intended to indicate, that the Bankruptcy Court has any opinion as to the respective claims or defenses asserted by the parties in the WARN Action.

OPT-OUT FORM

Zaikowski v. Dowling College
United States Bankruptcy Court for the Eastern District of New York
Adversary Case No. 8-16-08178-reg

I, the undersigned, have read the foregoing Notice and understand its contents.

I, the undersigned, **do not** want to be part of the Class Action or receive any benefits from the Class Action and do not wish to be bound by the outcome of the Class Action.

Signature

Address

Name (printed or type)

Telephone

Date

If you do NOT wish to be included, send this completed form to:

Outten & Golden LLP
685 Third Avenue, 25th Floor
New York, New York 10017

Attn: René S. Roupinian

SCHEDULE 1

Date: September 28, 2018

<<name_addr_1>>
 <<name_addr_2>>
 <<name_addr_3>>
 <<name_addr_4>>
 <<name_addr_5>>
 <<city>>, <<state>> <<zip>>

Your total estimated **Allowed Priority Claim Amount** is \$<<priority_claim>>¹

Your estimated **Priority Medical Claim Amount** is \$<<medical_claim>>²

Your estimated **Priority Dental Claim Amount** is \$<<dental_claim>>³

Your estimated **Taxable Priority Claim Amount** is \$<<taxable_claim>>⁴

Your total estimated **Allowed Unsecured Claim Amount**: \$<<unsecured_claim>>⁵

Explanation of Terms:

“**Allowed Priority Claim**” – to the extent you are entitled to the following benefits, this claim category pays WARN Act damages, unpaid wages, severance, accrued and unused vacation, accrued and unused sick pay, unpaid medical claims, and unpaid dental claims earned in the 180 days prior to the cessation of the Debtor’s business, at the full rate of 100 cents-on-the-dollar, up to the statutory cap of \$12,850. “Allowed” means the Debtor does not contest the claim or amount.

“**Allowed Unsecured Claim**” – this claim category includes the above amounts that exceed \$12,850. To the extent you are entitled to the following benefits, it also includes unpaid wages, accrued and unused vacation, and accrued and unused sick pay that were earned more than 180 days prior to the cessation of the Debtor’s business. These claims will be paid at a later date, and at a rate of fewer cents-on-the-dollar which have yet to be determined.

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the accompanying notice. Your total **Allowed Priority Claim Amount** consists of the **Priority Medical Claim Amount**, **Priority Dental Claim Amount**, and **Taxable Priority Claim Amount**. No withholding taxes will be deducted from your **Priority Medical Claim Amount** and **Priority Dental Claim Amount**. The balance of your **Allowed Priority Claim Amount** will be subject to payroll taxes and will, therefore, be paid net of employment and withholding tax deductions. Your **Allowed Priority Claim Amount** is subject to Court approval and any final adjustments that may be required.

² Your estimated **Priority Medical Claim Amount** consists of amounts which the Debtor failed to pay on account of medical claims which were covered under the terms of the Benefit Plan. The Debtor hired a third-party administrator who processed these claims to determine the amounts that would have been payable under the Benefit Plan.

³ Your estimated **Priority Dental Claim Amount** consists of amounts which the Debtor failed to pay on account of dental claims which were covered under the terms of the Benefit Plan. The Debtor hired a third-party administrator who processed these claims to determine the amounts that would have been payable under the Benefit Plan.

⁴ Your **Taxable Priority Claim Amount** is the difference between your total **Allowed Priority Claim Amount** and the sum of your **Priority Medical Claim Amount** and **Priority Dental Claim Amount**.

⁵ Your estimated **Allowed Unsecured Claim Amount** will be paid subject to recoveries by the bankruptcy estate and will be paid net of employment and withholding tax deductions and is also subject to Court approval and any final adjustments that may be required.

I. How the Debtor and Class Counsel arrived at your Allowed Priority Claim Amount:

1. If you were terminated by the Debtor without cause on or about June 1, 2016 or within thirty (30) days of that date, or were terminated without cause as the foreseeable consequence of the mass layoff and/or closing by Debtor and did not receive 60 days' advance written notice, you are entitled to 60 additional days of pay, beyond your regular earned pay, as WARN Act damages, plus the value of your benefits for the 60-day WARN period. The 60 days of WARN pay will be reduced by the number of days you continued to work, if any, after June 1, 2016. If you continued to work for 60 days after June 1, 2016, you are not entitled to any WARN Act damages.

The calculation of your WARN Act damages was based on reasonable payroll data maintained by the Debtor. Your WARN Act damages was then reduced to 32.5 % to reflect the risks of a) litigation posed by the Debtor's asserted defenses to WARN Act liability, and b) collection due to the Debtor's bankruptcy.

2. The Debtor and Class Counsel then analyzed any Non-WARN Act Claims you may have depending on your position with Dowling College at the time of your termination.

a. Faculty Members:

Upon termination of employment, if you were a faculty member, you are entitled to the following:

- (i) full pay and benefits from the period of July 20, 2016 through August 31, 2016; and
- (ii) depending on whether you were tenured or non-tenured and your length of employment as a non-tenured faculty member, you are entitled to severance payments as follows: (i) a non-tenured faculty member employed for 1 to 2 years is entitled to 6 months' pay, (ii) a non-tenured faculty member employed for 2 to 4 years is entitled to 8 months' pay, (iii) a non-tenured faculty member employed for 4 to 7 years is entitled to 10 months' pay, and (iv) a tenured faculty member is entitled to 1 years' pay.

b. Local 153, AFL-CIO Members:

Upon termination of employment, if you were a member of Local 153, you are entitled to the following:

- (i) unused vacation prorated at your appropriate accrual rate for each full month earned in the 180 days prior to the cessation of the Debtor's business;
- (ii) severance payment according to the following schedule: a full-time employee with 1 year of full-time employment is entitled to receive (a) 2 weeks' pay if employed for more than 1 year but less than 5 years, (b) 3 weeks' pay if employed for 5 years but less than 10 years, or (c) 4 weeks' pay if employed for 10 years or more; and
- (iii) two weeks' pay if notice of layoff is not provided two weeks prior to layoff.

c. Local 434, AFL-CIO Members:

Upon termination of employment, if you were a member of Local 434, you are entitled to the following:

- (i) pro rata vacation pay for all unused vacation earned in the 180 days prior to the cessation of the Debtor's business;
- (ii) sick time entitlement accrued for time worked and earned in the 180 days prior to the cessation of the Debtor's business; and
- (iii) one weeks' notice of layoff.

d. Unaligned Employees:

Upon termination of employment, if you were not a member of any union, you are entitled to accrued and unused vacation earned in the 180 days prior to the cessation of the Debtor's business.

- 3. Your estimated **Allowed Priority Claim Amount** as set forth on the first page of this schedule is subject to a cap of \$12,850 pursuant to Section 507(a)(4) of the Bankruptcy Code. What that means is that any amount owed to you which exceeds the \$12,850 cap will be treated as a general unsecured claim and will be added to your estimated **Allowed Unsecured Claim Amount**, as discussed below.
- 4. Your estimated total **Allowed Priority Claim Amount** consists of, among other things and to the extent applicable, your **Priority Medical Claim Amount** and **Priority Dental Claim Amount**. Your **Priority Medical and Dental Claim Amounts** are not subject to taxes or payroll deductions. However, the remaining portion of your **Allowed Priority Claim Amount**, the **Taxable Priority Claim Amount**, is subject to payroll deductions. Prior to payment of the **Taxable Priority Claim Amount**, deductions will be taken for applicable taxes and

withholdings as required by federal, state, and local law (in accordance with the provisions of Section 6 of the Settlement Agreement). A Form W-2 reflecting the reductions for applicable taxes and withholdings will be issued to you. You should consult a tax professional regarding your tax obligations in connection with your settlement payment.

5. Assuming the Court approves the settlement and the Dowling bankruptcy Plan is confirmed, your **Priority Medical Claim Amount**, **Priority Dental Claim Amount** and **Taxable Priority Claim Amount** (net of payroll deductions) will be mailed to you no later than 60 days from the date the order confirming the Debtor's bankruptcy Plan is final.

II. How the Debtor and Class Counsel arrived at your Allowed Unsecured Claim Amount:

1. In addition to any amounts from your **Allowed Priority Claim Amount** which exceed the \$12,850 cap, you may also be entitled to the following Non-WARN Act Claims depending on your position with Dowling College at the time of your termination:

- a. Faculty Members:

Upon termination of employment, if you were a faculty member, you are entitled to the wage reduction imposed upon the faculty member between January 2, 2015 and May 21, 2015.

- b. Local 153, AFL-CIO Members

Upon termination of employment, if you were a member of Local 153, you are entitled to the following:

- (i) unused vacation prorated at your appropriate accrual rate for each full month earned in the 2015-2016 fiscal year, excluding the 180 days prior to the cessation of the Debtor's business; and
- (ii) twenty percent wage reduction imposed upon the union member between June 22, 2012 and August 30, 2012.

- c. Local 434, AFL-CIO Members:

Upon termination of employment, if you were a member of Local 434, you are entitled to the following:

- (i) pro rata vacation pay for all unused vacation earned in the 2015-2016 fiscal year, excluding the 180 days prior to the cessation of the Debtor's business; and

- (ii) sick time entitlement accrued for time worked and earned in the 2015-2016 fiscal year, excluding the 180 days prior to the cessation of the Debtor's business.

d. Unaligned Employees:

Upon termination of employment, if you were not a member of any union, you are entitled to the following:

- (i) accrued and unused vacation earned in the 2015-2016 fiscal year, excluding the 180 days prior to the cessation of the Debtor's business; and
- (ii) twenty percent wage reduction imposed upon you between May 25, 2012 and August 2, 2012.

2. Your estimated **Allowed Unsecured Claim Amount** is subject to payroll deductions. Prior to payment, deductions will be taken for applicable taxes and withholdings as required by federal, state, and local law (in accordance with the provisions of Section 6 of the Settlement Agreement). A Form W-2 reflecting the reductions for applicable taxes and withholdings will be issued to you. You should consult a tax professional regarding your tax obligations in connection with your settlement payment.
3. Payment of your estimated **Allowed Unsecured Claim Amount** is subject to Court approval of the settlement, confirmation of the Debtor's bankruptcy Plan, and the estate recovering funds sufficient to make a distribution to holders of allowed unsecured claims. Assuming those conditions are met, a percentage of your **Allowed Unsecured Claim Amount**, net of payroll deductions, will be mailed to you. We do not have an estimate yet, as to the timing or amount of payment of allowed unsecured claims.

Should you have any questions regarding the above, please contact Class Counsel, Outten & Golden LLP attention attorney René Roupinian at rsr@outtengolden.com or by calling (212) 245-1000.

Please do not call or contact the Court or Debtor's Counsel.

SCHEDULE 4

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

-----X	
In re	: Chapter 11
	: :
DOWLING COLLEGE,	: :
f/d/b/a DOWLING INSTITUTE,	: Case No. 16-75545 (REG)
f/d/b/a DOWLING COLLEGE ALUMNI	: :
ASSOCIATION,	: :
f/d/b/a CECOM,	: :
a/k/a DOWLING COLLEGE, INC.,	: :
	: :
Debtor.	: :
-----X	
	: :
LORI ZAIKOWSKI, on behalf of herself and all	: :
others similarly situated,	: :
	: :
Plaintiff,	: Adv. Pro. No. 16-08178 (REG)
	: :
v.	: :
	: :
DOWLING COLLEGE, f/d/b/a DOWLING	: :
INSTITUTE, f/d/b/a DOWLING COLLEGE	: :
ALUMNI ASSOCIATION, f/d/b/a CECOM, a/k/a	: :
DOWLING COLLEGE, INC.,	: :
Defendant.	: :
-----X	

**NOTICE TO CLASS B MEMBERS OF (A) PROPOSED SETTLEMENT
OF CLASS ACTION CONCERNING NON-WARN ACT CLAIMS;
(B) AWARD OF ATTORNEYS' FEES TO CLASS COUNSEL; (C) DATE
OF COURT HEARING FOR FINAL APPROVAL OF PROPOSED
SETTLEMENT AND AWARD OF ATTORNEYS' FEES; AND (D) RIGHT
TO OPT-OUT OR OBJECT TO THE SETTLEMENT AND CLASS COUNSEL'S
REQUEST FOR ATTORNEYS' FEES AND TO APPEAR AT COURT HEARING**

To: All persons who (i) do not fit within the definition of Class A¹; (ii) currently or previously worked at or reported to a Facility of the Debtor; (iii) allegedly hold Non-WARN Act Claims; and (iv) do not timely opt-out of Class B.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Settlement Agreement. To fit within the definition of a Class A Member you must have, among other things, been terminated by the Debtor without cause on or about June 1, 2016, or within 30 days of that date.

Introduction

1. There is currently pending in the United States Bankruptcy Court for the Eastern District of New York (the “Bankruptcy Court”) the above-captioned adversary proceeding (the “WARN Action”) that was brought under the *Worker Adjustment and Retraining Notification Act*, 29 U.S.C. §§ 2101-2109 and N.Y. Labor Law § 860 et seq. (the “WARN Act”) against Dowling College (“Dowling” or the “Debtor”), debtor and debtor-in-possession in the above-captioned chapter 11 case (the “Chapter 11 Case”). Cathryn Mooney (the “Class B Representative”), on behalf of herself and Class B Members and the Debtor have reached a proposed settlement to resolve the WARN Action which is memorialized in a Settlement and Release Agreement (the “Settlement Agreement”) under which the benefits described below will be provided to the members of Class B if the Bankruptcy Court approves it. The Class B Representative, Class B Members and the Debtor are collectively referred to as the “Parties.”

2. This notice constitutes notice to Class B of (a) the proposed Settlement of the WARN Action, (b) the request of counsel for the Class, the law firm of Outten & Golden LLP (the “Class Counsel”), for the award of attorneys’ fees, (c) the date of the Bankruptcy Court hearing for final approval of the proposed Settlement and award of Class Counsel’s attorneys’ fees, and (d) the right of each Class B Member to opt-out, object to or comment on, the Settlement Agreement and Class Counsel’s request for attorneys’ fees and to appear at the hearing at which the Bankruptcy Court will consider the final approval of the Settlement Agreement and Class Counsel’s request for attorneys’ fees.

Description of the Class Litigation

3. On December 1, 2016, the Class A Representative, on behalf of herself and Class A Members, commenced the WARN Action by the filing of a class action complaint against the

Debtor, which alleged that the Debtor did not provide sixty (60) days' advance written notice of a mass layoff as required by the WARN Act or ninety (90) days' advance written notice of a mass layoff as required by the NY WARN Act.

4. The Debtor, in consultation with the Creditors' Committee, and Class Counsel entered into good faith, arm's length negotiations regarding a resolution of the WARN Action and began to informally share facts and circumstances underlying the claims and defenses in the WARN Action

5. During this process, the Debtor identified sixty-seven (67) people who do not fit within the definition of a Class A Member but who fit within the definition of a Class B Member. You have been identified as a Class B Member. Class B shall be certified, for settlement purposes only, pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure as made applicable to these proceedings by Rule 7023 of the Federal Rules of Bankruptcy Procedure. If approved, the Settlement shall be effective as to all Class B Members who do not timely elect to opt-out of Class B.

6. The Class B Representative has asserted on behalf of herself and all Class B Members, Non-WARN Act Claims which consist of monies owed by the Debtor for unpaid wage, vacation, sick, medical and dental claims, and any other forms of compensation alleged to be earned prior to a Class B Member's termination.

7. On December 13, 2016, the Debtor filed schedules of assets and liabilities and a statement of financial affairs and on February 23, 2017 the Debtor filed amended schedules.

8. On January 13, 2017, the Bankruptcy Court entered the Bar Date Order which (i) fixed the Bar Date, (ii) established procedures for filing proofs of claim against the Debtor and its Estate pursuant to Federal Rule of Bankruptcy Procedure 3003(c)(3), and (iii) approved the

Bar Date Notice. The Bar Date Order approved as adequate and sufficient, the service of the Bar Date Notice by first class mail and publication of the Bar Date Notice in the New York edition of the Wall Street Journal, and either Newsday or Long Island Business News. The Bar Date Order fixed March 10, 2017, at 5:00 P.M. (EST) as the Bar Date by which all claims against the Debtor which arose prior to November 29, 2016, other than those types of claims specifically excepted thereby, had to be filed. The Bar Date Order also set a Bar Date of May 30, 2017, with respect to governmental entities.

9. The Bar Date Notice was served by first class regular mail upon, among others, all creditors and other known holders of claims, as well as all parties known to the Debtor as having potential claims against the Debtor's estate. Except for the holders of certain specifically excluded claims, every creditor was required to file a proof of claim on or before the applicable Bar Date so that the Debtor could ascertain with certainty the total amount of pre-petition claims outstanding.

10. In accordance with Federal Rule of Bankruptcy Procedure 3003(c)(2), holders of claims who failed to comply with the terms of the Bar Date Order are forever barred from (i) filing a proof of claim with respect to such claim, (ii) asserting such claims against the Debtor or its Estate and/or property, (iii) voting on any Plan and (iv) participating in any distribution in the Chapter 11 Case on account of such claims.

11. Approximately one hundred and twenty-six (126) individual claims were filed by Class Members against the Debtor's estate. In addition, the Schedules filed by the Debtor listed certain amounts outstanding in favor of individual Class Members. Certain of these scheduled claim amounts were listed as contingent, disputed or unliquidated.

12. Edward Hugler, Acting Secretary of Labor for Dowling College Employee Benefit Plan, c/o the U.S. DOL filed the U.S. DOL Claim in the unsecured amount of \$983,769.86 asserting possible violations of Title I of ERISA on account of the U.S. DOL's determination that the Debtor, as sponsor and fiduciary of the Benefit Plan, failed to pay participant medical and dental claims.

13. The U.S. DOL Claim calculation was estimated based on documentation provided by CIGNA and Healthplex (each a third-party administrator previously in contract with the Debtor) and asserts the potential for priority treatment in relation to certain of the 163 participants and beneficiaries of the Benefit Plan referenced in the U.S. DOL Claim.

14. Because the U.S. DOL Claim clearly requests that any payments on account of the claim be made directly to the affected participants and beneficiaries and because substantially all of the affected participants are Class Members herein, the Parties intend that the settlements contemplated herein will resolve and satisfy the U.S. DOL Claim as it relates to any Class Member.

15. There exist significant, complex legal and factual issues regarding the application of the specific entitlements for holders of Non-WARN Act Claims to the facts and circumstances at issue and the viability of such claims, including, without limitation:

- whether Class B Members were entitled to vacation pay after termination and whether certain credits should be applied in relation to vacation;
- whether wage reductions or deferrals applied to Class B Members;
- whether the Debtor has other setoffs or defense to claims of certain Class B Members;
- the computation of the amount of Class B Member damages, if any; and

- whether the alleged damages are entitled to priority under 11 U.S.C. § 507(a).

16. Due to the complex nature of the issues involved, the Parties recognize that the outcome of litigation concerning the Non-WARN Act Claims is uncertain, costly and time consuming. To avoid extensive, costly and uncertain litigation over these issues, the Parties have engaged in significant good faith, arm's length negotiations regarding a possible consensual resolution of the WARN Act Claims and Non-WARN Act Claims.

17. Class Counsel has thoroughly investigated the claims made in the WARN Action and the Parties have exchanged a significant amount of information during their settlement negotiations. In particular, the Debtor provided extensive information to Class Counsel regarding the facts and alleged entitlement to Non-WARN Act Claims. The Debtor also shared payroll information and a damages analysis with Class Counsel. Class Counsel has analyzed the applicable law and weighed the likelihood of success.

The Proposed Settlement

18. The following description of the proposed settlement is only a summary. In the event of any difference between this summary and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control. You may secure a copy of the complete Settlement Agreement from Class Counsel at the address shown below. The terms of the settlement relevant to Class B Members may be summarized as follows:

- The settlement shall result in Class B Members holding (i) Allowed Priority Claims pursuant to 11 U.S.C. § 507(a)(4) in the aggregate amount of \$71,980.29 and (ii) Allowed Unsecured Claims in the aggregate amount of \$1,238,462.72.

- **The amount projected to be your (i) Allowed Priority Claim, which consists of, as applicable, the Priority Medical Claim (which is not subject to withholding taxes), Priority Dental Claim (which is not subject to withholding taxes), and Taxable Priority Claim (which is subject to withholding taxes) and (ii) Allowed Unsecured Claim (which is subject to withholding taxes) and an explanation of how the Debtor and Class Counsel calculated these amounts is attached hereto as Schedule 1.**
- **Following the Effective Date, which is estimated to be in late December of this year, and which may be extended further due to unforeseen circumstances, the Debtor will distribute to you your Allowed Priority Claim Amount, net of withholding tax deductions that will be applied to the Taxable Priority Claim Amount, which amount remains subject to adjustment.**
- The Unsecured Creditor Trust shall distribute your Allowed Unsecured Claim Amount pursuant to the terms set forth in the Plan and Confirmation Order.
- In recognition of the Class B Representative's service on behalf of all Class B Members in connection with this Settlement, she shall receive a one-time payment of One Thousand dollars (\$1,000) ("Service Payment"). The Service Payment will be made in addition to the Class B Representative's settlement amount and Class Counsel's Fees will not be deducted from the Service Payment.
- The Settlement Agreement shall not become effective if the Bankruptcy Court does not approve it in its entirety.

- If settlement checks issued to Class B Members on account of his or her Allowed Priority Claim Amount or Allowed Unsecured Claim Amount are not deposited, endorsed or negotiated within six (6) months of their date of issuance, such Residual Funds shall be vested in the Debtor to be utilized or distributed in accordance with the terms of the Plan.
- The Parties have agreed that, in the event that (i) Class Members² holding 5% or more of the Allowed Priority Claims opt-out of the Settlement or (ii) 20% or more of Class Members opt-out of the Settlement, then the Settlement Agreement may be declared null and void, and of no future effect, for all purposes in the sole and exclusive discretion of the Debtor.
- The Parties have agreed that, in this circumstance, the Debtor may elect to terminate the Settlement Agreement by providing written notice to Class Counsel within the later of (a) ten (10) days after the expiration of the right of Class B Members and Class A Members who did not receive the Notice of Class Action to opt-out of the Settlement Agreement; (b) ten (10) days after the later of the expiration of the Objection Deadline or any objection deadline imposed by the Bankruptcy Court for Class Members, creditors, or other parties in interest to object to the Settlement or the Motion; or (c) the date that is ten (10) days after the date that Class Counsel files the list of Class Members that have opted out, as required under the Settlement Agreement.

Class Counsel's Recommendation

² The Class Members consist of, collectively, Class A Members and Class B Members.

19. Class Counsel recommends the Settlement Agreement, believing that it is fair, reasonable and adequate to the Class.

Tax Consequences of the Settlement Payments

20. Standard withholding taxes will be withheld by the Debtor or the Unsecured Creditor Trust, as applicable, from the Taxable Priority Claim Amount and Allowed Unsecured Claim Amount pursuant to the terms of the Settlement Agreement. **If any information pertaining to IRS Form W-4 has changed since the last form submitted to Dowling prior to June 1, 2016, please complete and sign the enclosed IRS Form W-4 and return it to the Debtor at the following address no later than December 1, 2018.**

**Via Mail: Dowling College
P.O. Box 470
Massapequa Park, NY 11762
Attn: Robert S. Rosenfeld, CRO**

Via Email: rsrosenfeld@rsrconsultingllc.com

21. If no update of tax status is timely provided by a Class B Member, the Debtor will utilize the most recent relevant information in its books and records to calculate the appropriate amount of withholding taxes. If no information is available to the Debtor at all, it will utilize the maximum applicable rate when calculating withholding tax amounts for Class B Members.

Class Counsel's Fees

22. Under the proposed Settlement Agreement and subject to final court approval, Class Counsel shall be paid no more than \$350,000.00 in fees and \$10,000.00 in expenses, or such lesser amount as is allowed by the Bankruptcy Court or as set forth in the Settlement Agreement as payment for all fees and expenses in connection with this matter. Class Counsel's Fees shall not be paid directly from the distributions to be made on account of the Allowed

Priority Claims and Allowed Unsecured Claims. You may object to the request of Class Counsel for attorneys' fees by filing an objection within the time and in the manner specified below.

Release of Claims and Effect of Approval of Settlement Agreement

23. Upon final approval by the Bankruptcy Court, the Settlement Agreement will result in the dismissal of the WARN Action on the merits and with prejudice, and shall constitute a waiver and release of any and all Released Claims, including, but not limited to, all Non-WARN Act Claims. A complete definition of all "Released Claims," is set forth in section 10 of the Settlement Agreement, which may be obtained from Class Counsel. Any and all claims released under the Settlement Agreement shall be waived, and no person, including the Class B Member, shall be entitled to any further distribution thereon from the Debtor's Estate. Not included in Released Claims are any obligations created by or arising out of the Settlement or any claims which federal or state law clearly provides may not be released by settlement.

24. Upon final approval of the Settlement any individual proof of claim forms filed with the Bankruptcy Court by a Class B Member who does not opt-out of the Settlement shall be disallowed insofar as and only to the extent such proof of claim form relates to or arises out of any of the claims released in the Settlement Agreement.

How to Object or Opt-Out

25. **If you wish to be a member of the class, you do not need to do anything. If you are satisfied with the proposed Settlement including the amount of your projected claim as set forth on Schedule 1 and Class Counsel's requested fees, you do not need to do anything. The Debtor will mail your Allowed Priority Claim Amount, which amount remains subject to adjustment and withholding taxes on the Taxable Priority Claim Amount, in accordance with the Settlement Agreement. The Unsecured Creditor Trust**

shall distribute your Allowed Unsecured Claim Amount in accordance with the Settlement Agreement and as set forth in the Plan and Confirmation Order. The payments will be mailed to your last known address as indicated in the Debtor's books and records or to such address that you have updated with Class Counsel. If you are concerned that Class Counsel does not have your current address, please promptly notify Class Counsel as follows:

**Via Mail: René S. Roupinian, Esq.
 Outten & Golden LLP
 685 Third Avenue, 25th Floor
 New York, NY 10017**

Via Email: rsr@outtengolden.com

26. If, on the other hand, you believe that the proposed Settlement Agreement is unfair or inadequate, you are dissatisfied with your Allowed Priority Claim Amount or Allowed Unsecured Claim Amount, or you feel that Class Counsel's request for attorneys' fees should not be approved, you may object to the Settlement Agreement and/or Class Counsel's request for attorneys' fees by filing a detailed written statement with the Bankruptcy Court electronically in accordance with General Order 559 (which can be found at www.nyeb.uscourts.gov, the official website for the Bankruptcy Court) by registered users of the Bankruptcy Court's case filing system, and by all other parties in interest, by mailing the statement to the Clerk of the United States Bankruptcy Court, Eastern District of New York, Alfonse M. D'Amato Federal Courthouse, 290 Federal Plaza, Central Islip, New York 11722, and by sending copies of that statement to (1) Klestadt Winters Jureller Southard & Stevens, LLP, 200 West 41st Street, 17th Floor, New York, New York 10036, Attention: Sean C. Southard, Esq.; and (2) Outten & Golden LLP, 685 Third Avenue, 25th Floor, New York, New York 10017, Attention: René S. Roupinian,

Esq. Objections must be mailed so as to be received no later than October 29, 2018 at 5:00 p.m., and must include the caption of the action and your name, address, and telephone number, together with a detailed statement of the basis for your objection and whether you wish to be heard personally or by counsel at the final hearing at which the Parties will be requesting binding Bankruptcy Court approval of the Settlement and the award of attorneys' fees, as described above.

27. You may also appear in person or by counsel at the final hearing described below.

28. If you choose not to be bound by this Settlement Agreement and do not wish to share in any of the benefits described herein, you may opt-out of Class B by filling out the attached "Opt-Out Form," signing and mailing that form to Outten & Golden LLP, 685 Third Avenue, 25th Floor, New York, New York 10017, Attn: René S. Roupinian, Esq. The form must be received by Ms. Roupinian no later than October 29, 2018 at 5:00 p.m. (the "Opt-Out Deadline"). All requests for exclusion received after the Opt-Out Deadline will not be effective and such person will be a member of Class B and will be bound in the same way and to the same extent as all other Class B Members.

Final Hearing to Approve Settlement and Award Attorneys' Fees

29. The hearing for final consideration and approval of the Settlement Agreement and the award of attorney's fees to Class Counsel is scheduled to take place on **November 5, 2018, at 1:30 p.m., before the Honorable Robert E. Grossman, United States Bankruptcy Judge, in Courtroom 860 of the United States Bankruptcy Court for the Eastern District of New York, Alfonse M. D'Amato Federal Courthouse, 290 Federal Plaza, Central Islip, New York 11722.** That hearing may be adjourned without further notice. If you wish to determine if the hearing is adjourned, you may contact Class Counsel at the address shown above.

Other Information

30. Any questions from members of Class B concerning this notice or the WARN Action should be directed to Outten & Golden LLP, 685 Third Avenue, 25th Floor, New York, New York 10017, Attention: René S. Roupinian, Esq. All requests for more information, including a copy of the Settlement Agreement, should be sent by first-class mail to Ms. Roupinian to the address indicated above. A copy is also available on the internet at <https://www.pacer.gov>. ***Please do not call or contact the Court or the Debtor's Counsel for information.***

31. While the Bankruptcy Court has approved the sending of this notice, such approval does not indicate, and is not intended to indicate, that the Bankruptcy Court has any opinion as to the respective claims or defenses asserted by the parties in the WARN Action.

OPT-OUT FORM

Zaikowski v. Dowling College
United States Bankruptcy Court for the Eastern District of New York
Adversary Case No. 8-16-08178-reg

I, the undersigned, have read the foregoing Notice and understand its contents.

I, the undersigned, **do not** want to be part of Class B or receive any benefits from or be bound by the Settlement described therein.

Signature

Address

Name (printed or type)

Telephone

Date

If you do NOT wish to be included, send this completed form to:
Outten & Golden LLP
685 Third Avenue, 25th Floor
New York, New York 10017

Attn: René S. Roupinian

SCHEDULE 1

Date: September 28, 2018

<<name_addr_1>>
 <<name_addr_2>>
 <<name_addr_3>>
 <<name_addr_4>>
 <<name_addr_5>>
 <<city>>, <<state>> <<zip>>

Your total estimated **Allowed Priority Claim Amount** is <<warn_allowed_priority_clm_amt>>¹

Your estimated **Priority Medical Claim Amount** is <<warn_priority_medical_clm_amt>>²

Your estimated **Priority Dental Claim Amount** is <<warn_priority_dental_clm_amt>>³

Your estimated **Taxable Priority Claim Amount** is <<warn_taxable_priority_clm_amt>>⁴

Your total estimated **Allowed Unsecured Claim Amount**: <<warn_allowed_unsecured_clm_amt>>⁵

Explanation of Terms:

“**Allowed Priority Claim**” – to the extent you are entitled to the following benefits, this claim category pays unpaid wages, severance, accrued and unused vacation, accrued and unused sick pay, unpaid medical claims, and unpaid dental claims earned in the 180 days prior to the cessation of the Debtor’s business, at the full rate of 100 cents-on-the-dollar, up to the statutory cap of \$12,850. “Allowed” means the Debtor does not contest the claim or amount.

“**Allowed Unsecured Claim**” – this claim category includes the above amounts that exceed \$12,850. To the extent you are entitled to the following benefits, it also includes unpaid wages, accrued and unused vacation, and accrued and unused sick pay that were earned more than 180 days prior to the cessation of the Debtor’s business. These claims will be paid at a later date, and at a rate of fewer cents-on-the-dollar which have yet to be determined.

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the accompanying notice. Your total **Allowed Priority Claim Amount** consists of the **Priority Medical Claim Amount**, **Priority Dental Claim Amount**, and **Taxable Priority Claim Amount**. No withholding taxes will be deducted from your **Priority Medical Claim Amount** and **Priority Dental Claim Amount**. The balance of your **Allowed Priority Claim Amount** will be subject to payroll taxes and will, therefore, be paid net of employment and withholding tax deductions. Your **Allowed Priority Claim Amount** is subject to Court approval and any final adjustments that may be required.

² Your estimated **Priority Medical Claim Amount** consists of amounts which the Debtor failed to pay on account of medical claims which were covered under the terms of the Benefit Plan. The Debtor hired a third-party administrator who processed these claims to determine the amounts that would have been payable under the Benefit Plan.

³ Your estimated **Priority Dental Claim Amount** consists of amounts which the Debtor failed to pay on account of dental claims which were covered under the terms of the Benefit Plan. The Debtor hired a third-party administrator who processed these claims to determine the amounts that would have been payable under the Benefit Plan.

⁴ Your **Taxable Priority Claim Amount** is the difference between your total **Allowed Priority Claim Amount** and the sum of your **Priority Medical Claim Amount** and **Priority Dental Claim Amount**.

⁵ Your estimated **Allowed Unsecured Claim Amount** will be paid subject to recoveries by the bankruptcy estate and will be paid net of employment and withholding tax deductions and is also subject to Court approval and any final adjustments that may be required.

I. How the Debtor and Class Counsel arrived at your Allowed Priority Claim Amount:

1. The Debtor and Class Counsel analyzed any Non-WARN Act Claims you may have depending on your position with Dowling College at the time of your termination.

a. Faculty Members:

Upon termination of employment, if you were a faculty member, you are entitled to the following:

- (i) full pay and benefits from the period of July 20, 2016 through August 31, 2016; and
- (ii) depending on whether you were tenured or non-tenured and your length of employment as a non-tenured faculty member, you are entitled to severance payments as follows: (i) a non-tenured faculty member employed for 1 to 2 years is entitled to 6 months' pay, (ii) a non-tenured faculty member employed for 2 to 4 years is entitled to 8 months' pay, (iii) a non-tenured faculty member employed for 4 to 7 years is entitled to 10 months' pay, and (iv) a tenured faculty member is entitled to 1 years' pay.

b. Local 153, AFL-CIO Members:

Upon termination of employment, if you were a member of Local 153, you are entitled to the following:

- (i) unused vacation prorated at your appropriate accrual rate for each full month earned in the 180 days prior to the cessation of the Debtor's business;
- (ii) severance payment according to the following schedule: a full-time employee with 1 year of full-time employment is entitled to receive (a) 2 weeks' pay if employed for more than 1 year but less than 5 years, (b) 3 weeks' pay if employed for 5 years but less than 10 years, or (c) 4 weeks' pay if employed for 10 years or more; and
- (iii) two weeks' pay if notice of layoff is not provided two weeks prior to layoff.

c. Local 434, AFL-CIO Members:

Upon termination of employment, if you were a member of Local 434, you are entitled to the following:

- (i) pro rata vacation pay for all unused vacation earned in the 180 days prior to the cessation of the Debtor's business;
- (ii) sick time entitlement accrued for time worked and earned in the 180 days prior to the cessation of the Debtor's business; and
- (iii) one weeks' notice of layoff.

d. Unaligned Employees:

Upon termination of employment, if you were not a member of any union, you are entitled to accrued and unused vacation earned in the 180 days prior to the cessation of the Debtor's business.

- 2. Your estimated **Allowed Priority Claim Amount** as set forth on the first page of this schedule is subject to a cap of \$12,850 pursuant to Section 507(a)(4) of the Bankruptcy Code. What that means is that any amount owed to you which exceeds the \$12,850 cap will be treated as a general unsecured claim and will be added to your estimated **Allowed Unsecured Claim Amount**, as discussed below.
- 3. Your estimated total **Allowed Priority Claim Amount** consists of, among other things and to the extent applicable, your **Priority Medical Claim Amount** and **Priority Dental Claim Amount**. Your **Priority Medical and Dental Claim Amounts** are not subject to taxes or payroll deductions. However, the **Taxable Priority Claim Amount** is subject to payroll deductions. Prior to payment of the **Taxable Priority Claim Amount**, deductions will be taken for applicable taxes and withholdings as required by federal, state, and local law (in accordance with the provisions of Section 6 of the Settlement Agreement). A Form W-2 reflecting the reductions for applicable taxes and withholdings will be issued to you. You should consult a tax professional regarding your tax obligations in connection with your settlement payment.
- 4. Assuming the Court approves the settlement and the Dowling bankruptcy Plan is confirmed, your **Priority Medical Claim Amount**, **Priority Dental Claim Amount** and **Taxable Priority Claim Amount** (net of payroll deductions) will

be mailed to you no later than 60 days from the date the order confirming the Debtor's bankruptcy Plan is final.

II. How the Debtor and Class Counsel arrived at your Allowed Unsecured Claim Amount:

1. In addition to any amounts from your **Allowed Priority Claim Amount** which exceed the \$12,850 cap, you may also be entitled to the following Non-WARN Act Claims depending on your position with Dowling College at the time of your termination:

- a. Local 153, AFL-CIO Members

Upon termination of employment, if you were a member of Local 153, you are entitled to the following:

- (i) unused vacation prorated at your appropriate accrual rate for each full month earned in the 2015-2016 fiscal year, excluding the 180 days prior to the cessation of the Debtor's business; and
- (ii) twenty percent wage reduction imposed upon the union member between June 22, 2012 and August 30, 2012.

- b. Local 434, AFL-CIO Members:

Upon termination of employment, if you were a member of Local 434, you are entitled to the following:

- (i) pro rata vacation pay for all unused vacation earned in the 2015-2016 fiscal year, excluding the 180 days prior to the cessation of the Debtor's business; and
- (ii) sick time entitlement accrued for time worked and earned in the 2015-2016 fiscal year, excluding the 180 days prior to the cessation of the Debtor's business.

- c. Unaligned Employees:

Upon termination of employment, if you were not a member of any union, you are entitled to the following:

- (i) accrued and unused vacation earned in the 2015-2016 fiscal year, excluding the 180 days prior to the cessation of the Debtor's business; and
 - (ii) twenty percent wage reduction imposed upon you between May 25, 2012 and August 2, 2012.
- 2. Your estimated **Allowed Unsecured Claim Amount** is subject to payroll deductions. Prior to payment, deductions will be taken for applicable taxes and withholdings as required by federal, state, and local law (in accordance with the provisions of Section 6 of the Settlement Agreement). A Form W-2 reflecting the reductions for applicable taxes and withholdings will be issued to you. You should consult a tax professional regarding your tax obligations in connection with your settlement payment.
- 3. Payment of your estimated **Allowed Unsecured Claim Amount** is subject to Court approval of the settlement, confirmation of the Debtor's bankruptcy Plan, and the estate recovering funds sufficient to make a distribution to holders of allowed unsecured claims. Assuming those conditions are met, a percentage of your **Allowed Unsecured Claim Amount**, net of payroll deductions, will be mailed to you. We do not have an estimate yet, as to the timing or amount of payment of allowed unsecured claims.

Should you have any questions regarding the above, please contact Class Counsel, Outten & Golden LLP attention attorney René Roupinian at rsr@outtengolden.com or by calling (212) 245-1000.

Please do not call or contact the Court or Debtor's Counsel.

